



Thomas M. McDermott, Jr.
Mayor

CITY OF HAMMOND LAW DEPARTMENT

WILLIAM JOSEPH O'CONNOR
Corporation Counsel

KRISTINA C. KANTAR
City Attorney

January 30, 2011

RECEIVED JAN 31 2012 *gd*

Deena Sheppard, Enforcement Specialist
U.S. Environmental Protection Agency, Region 5
Superfund Division (SC-5J)
77 West Jackson Boulevard
Chicago, Illinois, 60604-3590

RE: CERCLIS ID No: IND077005916 Gary Development Company/479 Cline Avenue,
Gary

Dear Ms. Sheppard:

The City of Hammond, an Indiana Second Class City and Municipal Corporation, received your request for information pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Thank you for extending the deadline for response.

As City Attorney, for the City of Hammond, I have reviewed the City of Hammond documents and communicated and received information from current and former employees of the City of Hammond. Due to the age of the documents (nearly 40 years old) and the circumstances that led to their creation, I have no personal knowledge of the events which occurred. After a diligent search, I was able to locate what is enclosed and state that the records produced are those kept in the regular order of business in the City of Hammond. The information submitted with this correspondence is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

INFORMATION REQUEST

1. The City of Hammond in the 1970's, had a contract with Gary Development Landfill for the disposal of standard household waste and municipal garbage (couches, carpet). Those documents are attached with this correspondence.
2. No hazardous substances were to be disposed of at the Gary Development Landfill, and were excluded from the contract, and only municipal garbage and household waste were to be taken to that location. See documents produced for bids and contracts for municipal waste.

US EPA RECORDS CENTER REGION 5



426079

Q61 544 647003

3. Anthony (Tony) Abidula, (Street Commissioner during 1970s) 2104 Stanton Avenue, Whiting, IN 46394. 219-659-2109; Current Street Commissioner, Gary Gleason, 649 Conkey, Hammond, IN 46320. 219-853-6431. Former Street Commissioner, Ken Townsend, 6550 Alabama Hammond, IN 46323. (number disconnected) Ron Novak, Director of Hammond Department of Environmental Management, 5925 Calumet Avenue, Hammond, IN 46320, 219-853-6306.
4. No hazardous substances were to be disposed of at the Gary Development Landfill, and only municipal garbage and household waste were to be taken to that location. See documents produced for bids and contracts for municipal waste which excluded these materials.
5. The City of Hammond Redevelopment Commission had an EPA ID number issued for the removal of contaminated soil and groundwater from the project at 35 State Street, however this permit was issued after the Gary Landfill was closed and has since expired. This response will be supplemented if documents can be located as to permit number.
6. Contaminated soil and groundwater discovered at 35 State Street.
7. The City of Hammond contracts with the Lake County Solid Waste District for the transportation and disposal of all hazardous materials. 7820 Broadway # 5, Merrillville, IN 46410-5561
(219) 769-3820.
8. The City of Hammond Redevelopment Commission had an EPA ID number issued for the removal of contaminated soil and groundwater from the project at 35 State Street, however this permit was issued after the Gary Landfill was closed and has since expired. This response will be supplemented if documents can be located as to permit number.
9. The City of Hammond Redevelopment Commission had an EPA ID number issued for the removal of contaminated soil and groundwater from the project at 35 State Street, however this permit was issued after the Gary Landfill was closed and has since expired. This response will be supplemented if documents can be located as to permit number.
10. No documents have been discovered or identified by the City indicating such a filing was made.
11. The Hammond Street and Sanitation Department is located at 649 Conkey Street, Hammond, Indiana 46320. Hammond City Hall is located at 5925 Calumet Avenue, Hammond 46320, however only clerical activities occur at City Hall.
12. Hammond City Garbage Trucks collect (weekly) from households and once compacted this material is taken directly to the dump. Hammond Street Trucks collect abandoned

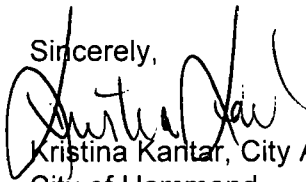
furniture and other municipal collection material which are too large for standard garbage trucks and these materials are taken to the dump. Hazardous materials are collected on collection dates by the Lake County Solid Waste Management District and are transferred to that agency in large roll off boxes.

13. At all times relevant to this inquiry, Hammond Streets and Sanitation have been located at 649 Conkey Street. Street Trucks, plows and Sanitation trucks are stored at that location.
14. The City of Hammond cannot locate any documents or information concerning American Fly Company, and American Fly Company is not a municipal entity.
15. No records concerning the Gary Development Landfill Site were discovered by the Street Department or Environmental Department.
16. No records found of any release reports.
17. Hammond would send reports, if any to the Indiana Department of Environmental Management and U.S. EPA, however no records have been discovered of any reports being sent concerning the Gary Development Landfill Site.
18. The City of Hammond was founded in April 21, 1884 and has been in continual operation since that date, however no records have been discovered of any reports being sent concerning the Gary Development Landfill Site.
19. Hammond would send reports, if any to the Indiana Department of Environmental Management and U.S. EPA, however no records have been discovered of any reports being sent concerning the Gary Development Landfill Site.
20. The City of Hammond was founded in April 21, 1884 and has been in continual operation since that date, however no records have been discovered of any reports being sent concerning the Gary Development Landfill Site.
21. The City of Hammond has made no reports pertaining to the Gary Development Landfill Site.
22. The City of Hammond has made no reports pertaining to the Gary Development Landfill Site.
23. The City of Hammond collects ordinary household waste from City of Hammond issued garbage cans, which is normally contained in trash bags, as well as discarded household items such as furniture, small quantities of construction debris, excluding recyclable items which are collected and processed by the Hammond recycling department.

24. The waste collected by the City of Hammond is created by the residents of the City of Hammond and any hazardous materials are disposed of by the Lake County Solid Waste Management District.
25. Hammond City Garbage Trucks collect (weekly) from households and once compacted this material is taken directly from the compactor truck to the dump. Hammond Street Trucks collect abandoned furniture and other municipal collection material which are too large for standard garbage trucks and these materials are taken directly to the dump. Hazardous materials are collected on collection dates by the Lake County Solid Waste Management District and are transferred to that agency in large roll off boxes. Materials that may be recycled are collected by City of Hammond Recycling Trucks.
26. The City of Hammond is unaware of any policies other than any listed in the bid packages produced with this correspondence.
27. The City of Hammond is wholly self-insured since 1988 for liability including insurance and workman's compensation.
28. The City of Hammond is unaware of any policies other than any listed in the bid packages produced with this correspondence.
29. The City of Hammond is unaware of any policies other than any listed in the bid packages produced with this correspondence.
30. The City of Hammond is self-insured but previously used American States for Risk Retention. In the bid documents provided, policies of insurance were additionally provided by bidders. The City of Hammond has previously used: Key Benefit Administrators, Inc., 118 East Ludwig Road, Suite #100, Fort Wayne, IN 46825; Key Benefit Administrators, Inc., P.O. Box 55210, 5326 North Hillside Drive, Indianapolis, Indiana 46220; Travelers TeleBrokerage, 5600 South Wolf Road, Western Springs, IL 60558; and Professional Claims Management, 16 W 455 S. Frontage Road, Suite 216, Burr Ridge, IL 60527 as policy administrators.
31. No documents have been discovered which would answer question 31.
32. No documents have been discovered which would answer question 32.
33. The City of Hammond is wholly self-insured since 1988 for liability including insurance and workman's compensation.
34. The City of Hammond is wholly self-insured since 1988 for liability including insurance and workman's compensation.

35. The City of Hammond is wholly self-insured since 1988 for liability including insurance and workman's compensation. Insurance information is maintained by the City of Hammond Controllers Office, 219-853-6325.
36. The City of Hammond is a municipal corporation and preservation of public records is governed by Title five, Article 15 of the Indiana Code.
37. The City of Hammond is a Second Class City and the previous four years of the municipal budget are available on line at www.gohammond.com. The Indiana Department of Local Government Financing is the agency to which the municipal budget is provided on an annual basis for approval. Indiana Department of Local Government Finance, 100 North Senate Ave., Room N1058 Indianapolis, IN 46204. data@dlgf.in.gov The City of Hammond is audited by the State Board of Accounts 302 W Washington Street, Room E418, Indianapolis, Indiana 46204-2765
Phone: (317)232-2513

I hope this information and the documents contained satisfy your request. Please do not hesitate to contact me should you have additional questions.

Sincerely,

Kristina Kantar, City Attorney
City of Hammond

~~SECRET~~

If a corporation answer this:

Amount for which incorporated.....

Capital paid in cash..... \$.....

When incorporated..... 1968.....

In what state..... Delaware.....

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

..... James G. DeBoer.....

..... Richard A. Molenhouse.....

..... James G. Beck.....

..... Bert Fowler.....

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?..... Not Applicable.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

9 **Stocks and bonds:** (a) Listed—present market value..... \$.....
(b) Unlisted—present value.....

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10	Materials in stock and not included in Item 4, Assets:	
	(a) For use on uncompleted contracts (present value).....	\$.....
	(b) Other materials (present value).....

[illegible]

11* Equipment at book value..... \$.....

[illegible]

Are there any liens against the above?..... If so, state total amount..... \$.....

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS

1 Cash (a) on hand..... \$.....
 (b) deposited in banks named below.....
 (c) elsewhere—(state where).....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2 * Notes receivable (a) due within 90 days..... \$.....
 (b) due after 90 days.....
 (c) past due.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3 * Accounts receivable from completed contracts exclusive of claims not approved for payment..... \$.....

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?..... If so, state amount, to whom, and reason.....

4 * Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage..... \$.....
 (b) Retainage to date due upon completion of contract.....

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?..... If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	NONE		

12. How and when will you pay for the equipment to be purchased? Not Applicable

13. Do you propose to rent any equipment for this work? No If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers Not Applicable

Dated at _____ this _____ day of _____, 19 _____

Waste Management of Illinois, Inc.
(Name of Organisation)

By James G. DeBoer
James G. DeBoer, Vice-President
(Title of Person Signing)

STATE OF Ill
COUNTY OF Cook } ss:

James G. DeBoer being duly sworn, deposes and says that he is
Vice President of the above Waste Mgt of Ill Inc
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26 day of April, 19 71.

My Commission expires My Commission Expires May 12, 1976

Notary Public

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Discussed volumes and rates of refuse collection with the
City Engineer of City of Hammond.

2. Explain your plan or layout for performing the proposed work

1. Issue receipt tickets as trucks enter our landfill.
2. Direct trucks to face of the fill for unloading.
3. Spread and compact waste immediately.
4. Cover with 6 inches of soil at the end of each days work.

3. The work, if awarded to you, will have the personal supervision of whom?

Richard A. Molenhouse, Norman Wietting, Sr. Clair Hoeksema

- *4. Do you intend to do the hauling on the proposed work with your own forces? Not Applicable

If so, give amount and type of equipment to be used.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Not Applicable

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

Submitted by CID Corp. Div. of Waste Management of Ill., Inc

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at P.O. Box 214, Calumet City, Ill. 60409

To City of Hammond, Lake County, Indiana

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a ~~general contractor~~ ^{landfill opr} under your present business name? 7 years
2. How many years experience in landfill ~~construction work~~ has your organization had: (a) As a general contractor 7 years (b) As a sub-contractor --
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
NOT	APPLICABLE		

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
NOT	APPLICABLE		

4. Have you ever failed to complete any work awarded to you? No If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

8. For what corporations or individuals have you performed work, and to whom do you refer? N/A

9. For what cities have you performed work and to whom do you refer?

Calumet City, Illinois Mayor Robert

Dolton, Illinois D.P.W. Morey Atrich

Whiting, Indiana City Engineer

Riverdale, Illinois D.P.W. Frank Mraz

Burnham, Illinois Mayor Rundlett

10. For what counties have you performed work and to whom do you refer?

DuPage County, Illinois Charles Johnson

11. For what State bureaus or departments have you performed work and to whom do you refer?

None

12. Have you ever performed any work for the U. S. Government?

If so, when and to whom do you refer?

None

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
NOT APPLICABLE				

Contractor's Financial Statement

CID CORPORATION A DIVISION OF

Submitted by WASTE MANAGEMENT OF ILLINOIS, INC.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at P.O. Box 214, Calumet City, Illinois 60409

To City of Hammond, Lake County, Indiana

Condition at close of business

19

ASSETS		Dollars					Cts.
1. Cash: (a) On hand \$	(b) In bank \$	(c) Elsewhere \$					
2. Notes receivable (a) Due within 90 days	(b) Due after 90 days	(c) Past due					
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment							
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate							
(a) Amount receivable after deducting retainage							
(b) Retainage to date, due upon completion of contracts							
5. Accounts receivable from sources other than construction contracts							
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days	(b) Recoverable after 90 days						
7. Interest accrued on loans, securities, etc.							
8. Real estate: (a) Used for business purposes	(b) Not used for business purposes						
9. Stocks and bonds: (a) Listed—present market value	(b) Unlisted—present value						
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)	(b) Other materials (present value)						
11. Equipment, book value							
12. Furniture and fixtures, book value							
13. Other assets							
Total assets							
LIABILITIES							
1. Notes payable: (a) To banks regular	(b) To banks for certified checks		(c) To others for equipment obligations		(d) To others exclusive of equipment obligations		
2. Accounts payable: (a) Not past due	(b) Past due						
3. Real estate encumbrances							
4. Other liabilities							
5. Reserves							
6. Capital stock paid up: (a) Common	(b) Common		(c) Preferred		(d) Preferred		
7. Surplus (net worth)							
Total liabilities							
CONTINGENT LIABILITIES							
1. Liability on notes receivable, discounted or sold							
2. Liability on accounts receivable, pledged, assigned or sold							
3. Liability as bondsman							
4. Liability as guarantor on contracts or on accounts of others							
5. Other contingent liabilities							
Total contingent liabilities							

DETAILS RELATIVE TO ASSETS (Continued)

5 * | Accounts receivable not from construction contracts..... \$.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due..... \$.....

6 | Deposits with bids or otherwise as guarantees..... \$.....

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 | Interest accrued on loans, securities, etc..... \$.....

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 | Real estate { (a) Used for business purposes..... \$.....
book value { (b) Not used for business purposes.....

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			
LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value..... \$.....

13 Other assets.....\$.....

[illegible]

TOTAL ASSETS :

DETAILS RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular.....	\$.....
		(b) To banks for certified checks.....
		(c) To others for equipment obligations.....
		(d) To others exclusive of equipment obligations.....

[illegible]

2 **Accounts payable** { (a) Not past due..... \$
 (b) Past due.....

[illegible]

3 Real estate encumbrances (See Item 8, Assets) _____ \$ _____

4 Other liabilities.....\$.....

[illegible]

5 Reserves \$.....

[illegible]

6 Capital stock paid up { (a) Common _____ \$ _____
 (b) Preferred _____

7 Surplus.....\$.....

TOTAL LIABILITIES :

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Del }
COUNTY OF Cocke } ss:

James D. DeBoer being duly sworn, deposes and says that he is Vice Pres of the Walt Whit of All Luc, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

28 day of April 1975

James D. DeBoer
(Officer must sign here)

Notary Public

UNIT	YEAR	MAKE	MODEL	SERIAL NUMBER
<u>BULLDOZERS</u>				
461	1970	CAT	D8	46A22528 CABLE CONTROL
476	1972	CAT	D8	46A28428 HYD. CONTROL
479	1966	CAT	D8	46A14892 CABLE CONTROL
484	1973	CAT	D8	46A29646 HYD. CONTROL
507		CAT	D8H	46A17652 CABLE CONTROL
<u>MOTORIZED SCRAPERS</u>				
472	1972	CAT	627	50K694
111		CAT	627 PP	68M712 Front 69M705 Back
112		CAT	627 PP	68M716 Front 69M713 Back
<u>PULL TYPE SCRAPERS</u>				
452		CAT	80	5414
480		CAT	80	
508		CAT	463	62C1082
<u>COMPACTORS</u>				
463	1970	REX	3-50	HTR 306
465	1970	REX	3-50	HTR 314
471	1971	MICHIGAN	LF280	9AMG 314
474	1972	CAT	826B	58U089
504	1972	CAT	826B	58U108
513	1973	CAT	826B	58U152
<u>CRAWLER LOADER</u>				
454	1970	CAT	955K	85J2496
<u>MOTOR GRADER</u>				
490		CAT	12G	7T1507

UNIT	YEAR	MAKE	MODEL	SERIAL NUMBER
<u>DRAGLINE CRANES</u>				
459	1969	NORTHWEST	190D	25209
505	1973	NORTHWEST	190D	25275
460	1969	ESCO	4HDS	31367
523	1973	ESCO	4HDS	31994
<u>PICK UP TRUCKS</u>				
163	1968	IHC	B110	H826900
174	1972	FORD	F100	F10Y1P86949
524	1973	IHC	1010	IH3HOHOCHB17227 (TRAVEL ALL)
525	1974	FORD	F100	F10YLT2905C (NORM)
526	1974	FORD	F250	F254LT92181 (CLAIR)
<u>WATER PUMPS</u>				
466	1969	CRISSIFOLLI	12"	CP112
467	1968	WISC.	VE4D	4468970
489	1973	MIDLAND	4"	
493	1973	FLYGHT	2FG-A	484717
499	1972	CRISSIFOLLI	12"	4469
527	1972	WATER MASTER	3"	
515		BARNES	10" 200CCD	26167
502		CRISSIFOLLI	8"	40838
<u>ADDITIONAL</u>				
152	1946	CHEVY	FRIE TK	DEA210193
154	1959	FORD	MAJOR T	N1544421
168	1970	IHC	2444	04273W
483	1972	WALDON	5000	8 68
486	1972	RIG A LITE	4076-OAG	71398-N

UNIT	YEAR	MAKE	MODEL	SERIAL NO.
<u>ADD'T CON'T</u>				
487	1973	MILLER	900-468	HD-661382
491		HENDRICKSEN	B-360-F5	61-5046 (YELLOW TANKER CHASIS)
492		SKID WATER TANK		(ON YELLOW CHASSIS)
494		HENDRICKSEN	B-380-F5	60-4886 RED SEMI TRACTOR)
495		HEIL TANKER		7,000 GALLON
503		CHEVY		POST TRUCK
511	1971	ELGIN	WHIRLWIND	V126
514	1973	JOHN DEERE	JD 350 B	00186517
528		FORD	MAJOR D	W/FRONT END LOADER
534		JOHN DEERE	MODEL R	



SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA, SEATTLE, WASHINGTON 98185

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, That we, CID CORPORATION, a division of Waste
Management of Illinois, Inc., 138th Street and Calumet Expressway, Calumet
City, Illinois

as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

the City of Hammond, Indiana as Obligee, hereinafter called the Obligee,

in the sum of Two Thousand Five Hundred and no/100----- Dollars

(\$ 2,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for providing a premise, facilities, operation
and maintenance of a solid waste disposal site for the City of Hammond, Indiana

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 29th day of April, 1975.

Jane M. Versell
Witness

Alan M. Edmunds
Witness

CID Corporation, a division of
Waste Management of Illinois, (Seal)
Inc. Principal

Peter H. Huizenga Secretary Title

SAFECO INSURANCE COMPANY OF AMERICA

By Nancy B. Coons
Nancy B. Coons Attorney-in-Fact



SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA, SEATTLE, WASHINGTON 98185

No. 4563

KNOW ALL MEN BY THESE PRESENTS:

That **Safeco Insurance Company of America**, a Washington corporation, does hereby appoint

---- **DONALD S. HAUF; MARY K. DANIEL; NANCY B. COONS, Oak Brook, Illinois** ----

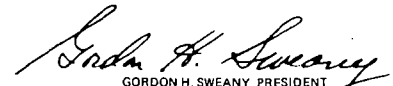
its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **Safeco Insurance Company of America** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office, in amounts or penalties not exceeding the sum of:

TWO HUNDRED FIFTY THOUSAND AND NO/100 ----- DOLLARS (\$ **250,000.00**)

IN WITNESS WHEREOF, **Safeco Insurance Company of America** has executed and attested these presents

this 17th day of May, 19 74


W. D. HAMMERSLA, SECRETARY


GORDON H. SWEANY, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **Safeco Insurance Company of America**:

"Article VI, Section 12. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
Safeco Insurance Company of America adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article VI, Section 12 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W. D. Hammersla, Secretary of **Safeco Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 29th day of April, 19 75




W. D. HAMMERSLA, SECRETARY



- ☐ FIREMAN'S FUND INSURANCE COMPANY
☐ THE AMERICAN INSURANCE COMPANY
☐ NATIONAL SURETY CORPORATION
☒ ASSOCIATED INDEMNITY CORPORATION
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

CERTIFICATE OF INSURANCE

TO:
 CITY OF HAMMOND
 Board of Public Works
 5955 Calumet Avenue
 Hammond, Indiana

DATE April 29, 1975

THIS IS TO CERTIFY THAT THE COMPANY OR COMPANIES CHECKED ABOVE HAVE IN FORCE AS OF THE DATE HEREOF THE FOLLOWING POLICY OR POLICIES:

NAME AND ADDRESS OF INSURED OR EMPLOYER CID Corporation, a division of Waste Management of Illinois, Inc. 138th St. & Calumet Expressway Calumet City, Illinois	LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED Various - Private Refuse Collection
---	--

KIND OF INSURANCE	POLICY NUMBER	EXPIRATION	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION	WP 169 69 53	1/1/76	STATUTORY
EMPLOYERS' LIABILITY	WP 169 69 53	1/1/76	100 THOUSAND DOLLARS, EACH PERSON 100 THOUSAND DOLLARS, EACH ACCIDENT
BODILY INJURY LIABILITY OTHER THAN AUTOMOBILE*			500 THOUSAND DOLLARS, EACH OCCURRENCE
COMPREHENSIVE	LP 208 08 71	1/1/76	500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE*			500 THOUSAND DOLLARS, EACH OCCURRENCE
COMPREHENSIVE INCLUDING BLANKET CONTRACTUAL	LP 208 08 71	1/1/76	500 THOUSAND DOLLARS, AGGREGATE OPERATIONS 500 THOUSAND DOLLARS, AGGREGATE PROTECTIVE 500 THOUSAND DOLLARS, AGGREGATE CONTRACTUAL 500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
AUTOMOBILE:			
BODILY INJURY LIABILITY*			500 THOUSAND DOLLARS, EACH PERSON
COMPREHENSIVE	LP 208 08 71	1/1/76	500 THOUSAND DOLLARS, EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY* COMP	LP 208 08 71	1/1/76	500 THOUSAND DOLLARS, EACH OCCURRENCE
MEDICAL PAYMENTS			\$ EACH PERSON
COMPREHENSIVE—LOSS OF OR DAMAGE TO THE AUTOMOBILE, EXCEPT BY COLLISION OR UPSET BUT INCLUDING FIRE, THEFT AND WINDSTORM			ACTUAL CASH VALUE UNLESS OTHERWISE STATED HEREIN
			\$
COLLISION OR UPSET			ACTUAL CASH VALUE LESS
			\$ DEDUCTIBLE

DESCRIPTION AND LOCATION OF OPERATIONS AND AUTOMOBILES COVERED

All Automotive Equipment owned and/or operated by the above Insured

** 90 days prior notice will be given to the Addressee

INSURANCE CONSULTANTS, INC.

ELIEL AND LOEB COMPANY, Division

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICY OR POLICIES SHOWN ABOVE.

** IN EVENT OF ANY MATERIAL CHANGE IN OR CANCELLATION OF THE POLICY OR POLICIES THE COMPANY WILL MAKE EVERY EFFORT TO NOTIFY THE ADDRESSEE BUT UNDERTAKES NO RESPONSIBILITY BY REASON OF FAILURE TO DO SO.

AUTHORIZED REPRESENTATIVE
 By *Eluel Loeb*

See attached Financial Statements of
Waste Management, Inc.

BID OF

C. I. D. Corp.
Div. of Waste Contractor
Management Inc.
P. O. Box 214

Columbus City Inc. Address

FOR

Solid Waste Disposal
Bid opened 4/29/75
Res. No. 2446

Filed _____, 19____

Action taken _____

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Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find ^{bid bond}~~certified check~~ for \$ 2,500.00, being N/A % of the maximum bid herein, made payable to City of Hammond, Lake County, Ind.
Name of officer and municipality
The proceeds of which are to remain the absolute property of said City of Hammond
Municipality
if CID Corporation shall not within 90 days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said City of Hammond
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award the contract for said work, that

shall within days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such CID Corporation whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

James G. DeBoer

Subscribed and sworn to before me by *James D. Boer*
this 28 day of April, 1975
My Commission expires

James Boer
My Commission Expires May 12, 1976

Subscribed and sworn to before me by
this day of, 19
My Commission expires

Subscribed and sworn to before me by
this day of, 19
My Commission expires

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this..... day of
....., 19.....

..... Bidder
IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this.....
day of....., 19.....

(Firm name).....

Individual names { By

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 28 day of April, 1975

CID Corporation a division of
Waste Management of Illinois, Inc.

(Name of corporation)

(Seal)

James H. DeBoer
Vice President
B. A. Jamer
Asst. Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this..... day of....., 19.....,
subject to the following conditions:.....
.....
.....
.....

(Signed).....
.....
.....
.....

Attest.....

CONTRACTOR'S BID

on Solid Waste Disposal
Calumet City Illinois, 19

To

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the disposal of all refuse collected by City of Hammond vehicles or to be collected through contract by the City of Hammond

to be located N/A

according to the plans and specifications prepared by Thomas C. Conley, City of Engineer of Hammond now on file in the office of the City of Hammond for the sum of \$0.75 per cu. yd.

(Seventy Five Cents) \$

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

- Excavation \$ per cu. yd.
- Concrete work (including forms) \$ per cu. yd.
- Brick work \$ per M.

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

closing of Grand Avenue, one lane only, between 169th and 171st Street for the purpose of holding bicycle races on June 3, 1972 between 10:09 a.m. and 4:00 p.m. Since approval was granted last year and no problems arose out of the closing, motion was made by Mr. Stodola, seconded by Mr. Gavit approving the barricade of Grand Avenue. The Street Department and Traffic Department to furnish the necessary barricades and course markers. (INSERT NO. 4850)

Mr. Nick Krizmanic, 2108 Sherman Avenue, appeared lodging a complaint against George Chalos located at Lee Court and Sherman Avenue. Mr. Krizmanic stated that Mr. Chalos is running a junk yard which is not fenced in properly. The board to notify Mr. Chalos to appear before the board at its next meeting to answer to the complaints lodged against him.

The digging requests submitted by Northern Indiana Public Service Company were approved upon a motion by Mr. Conley, seconded by Mr. Stodola with the exception of the request to cut into 169th Street at three locations, this request being referred to the City Engineer. Motion carried.

Mr. George Chizy, Street Commissioner, informed the board that the City of Hammond has made arrangements to haul Hammond's solid waste to the Gary dump, the Hammond dump being full to capacity. Mr. Chizy stated that the Hammond dump is to be closed at the end of the week. Permission was requested for the city vehicles to travel to Gary. Motion was made by Mr. Stodola, seconded by Mr. Conley granting permission and also that the insurance carrier is to be notified. Motion carried.

Mr. Gavit presented a memorandum to the board showing the applications received for Public Garage License. A copy was forwarded to the Fire Department, Police Department and Building Commissioner for a report in order for the board to approve the applications. (INSERT NO. 4851)

The following Publishers Claim was received and placed on file:

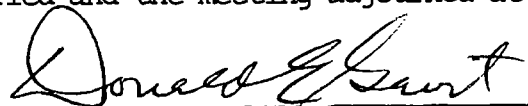
Hammond Publishers Inc., 417 Fayette Street, Hammond, Indiana

for: Notice of sale of certain bicycles and miscellaneous articles

seized by the Department of Police in connection with the recovery of stolen property.

(INSERT NO. 4252)

There being no further business to come before the board, motion was made by Mr. Stodola, seconded by Mr. Conley to adjourn the meeting. Motion carried and the meeting adjourned at 11:15 a.m.


DONALD E. GAVIT, President

ATTEST:


Eleanor F. Jones, Secretary

MINUTES OF MEETING - MAY 23, 1972

The regular meeting of the Board of Public Works and Safety of the City of Hammond, Indiana was held on May 23, 1972, in the Council Chambers of Hammond City Hall at 10:20 a.m., Mr. Frank A.J. Stodola, Vice President, presiding.

Upon roll being taken those present were Frank A.J. Stodola and Thomas C. Conley. Absent: Donald E. Gavit.

The minutes of the regular meeting of May 16, 1972 were approved as previously read by all board members upon a motion by Mr. Conley, seconded by Mr. Stodola. Motion carried.

Motion was made by Mr. Conley, seconded by Mr. Stodola that the digging requests submitted at this meeting from Northern Indiana Public Service Company be granted. Motion carried.

The following Publisher's Claims were received and placed on file:

Hammond Publishers Inc., 417 Fayette Street, Hammond, Indiana

MINUTES OF JULY 8, 1975 (continued)

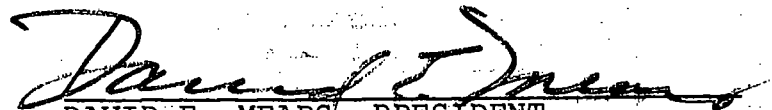
CLARENCE EDER, 6035 Hohman Avenue against the 7-11 Store at Highland and Hohman.)

Copy of a letter from the Farm Bureau Insurance, 9011 Indianapolis Blvd. Highland, Indiana, to Mr. John Sporinsky, 4339 Dearborn Street, submitting information that General Liability Policy requested with the limits of \$100,000/\$300,000 with a Save Harmless Clause in favor of the City of Hammond in the amount of \$36,000 had been rated at \$15.00 per thousand (\$540.00 per year). The total amount annual premium to implant Mr. Sporinsky's services would be \$617.40 per year.

Correspondence to Mr. Conley from Clyde E. Williams & Associates, Inc. 3030 Meadows Parkway, Indianapolis, Indiana in regard to an audit made by the State and sent to Williams & Associates as a result of annual changes in rates. In light of an overpayment, an adjustment of \$507.63 was refundable to the city. Motion was made by Mr. Conley, seconded by Mr. Moldrawski, authorizing the vice-president of the Board of Public Works & Safety to sign and forward the document to Clyde E. Williams & Associates, Inc. for payment. The secretary was directed to send a letter to them informing them of the section of the Board of Public Works & Safety at their meeting on July 8, 1975, regarding the overpayment of I.S.H.C. Audit Report 75-8-10 in which the Board did accept the refund of \$507.63. Motion carried. (INSERT NO. 6095)

Upon motion by Mr. Conley, seconded by Mr. Moldrawski, the bid for SOLID WASTE DISPOSAL was awarded Gary Land Development under terms of their existing contract. Motion carried. (RE: RESOLUTION NO. 2445)

There being no further business to come before the Board, a motion was made by Mr. Conley, seconded by Mr. Moldrawski, to adjourn the meeting. Motion carried and the meeting adjourned at 11:35 a.m.


DAVID E. MEARS, PRESIDENT

ATTEST: 
LUCILLE GRENZER, SECRETARY PRO TEM

MINUTES OF JULY 15, 1975

The regular meeting of the Board of Public Works & Safety of the city of Hammond, Indiana, was held on Tuesday, July 15, 1975, in the Council Chambers of City Hall at 10:30 a.m., Mr. David E. Mears, president, presiding.

Those present were David E. Mears, Thomas C. Conley, and Richard Moldrawski.

A motion was made by Mr. Conley, seconded by Mr. Moldrawski, approving the Minutes of July 8, 1975 as read. Motion carried.

A motion was made by Mr. Conley, seconded by Mr. Moldrawski, approving the following digging requests of NIPSCO:

Dig in an unpaved alley to install gas service for 425, 427, 429, and 431 Vine Street.

Motion carried.

Upon a motion by Mr. Conley, seconded by Mr. Moldrawski, permission was granted Illinois Bell to perform work at the location of Woodmar Avenue and



CITY OF HAMMOND, INDIANA 46320

5925 CALUMET AVENUE

PHONE (219) 931-3330

THOMAS C. CONLEY, City Engineer

May 20, 1975

Mr. Norman E. Tufford
Executive Director
N.I.R.P.C.
8149 Kennedy Ave.,
Highland, Indiana

RE: SOLID WASTE LOCAL STUDY

Dear Sir:

At the regular meeting of the Board of Public Works and Safety May 13th, 1975 authorized me to contact you regarding your letter dated May 8th, 1975 to Mayor Klen.

Mr. Mose D. McNeese did send me a copy of both the Griffith and Munster studies, however, we feel our main concern, at present, is route and cost study.

We know that our vehicles are back-tracking and duplicating area route movements. We suggested a sophisticated route and quantity study in order to save both time and cost in collection. This is a little different from other studies and Mr. McNeese indicated he would try and arrange a meeting with Mr. Rose and the City of Hammond to discuss the needs and or adjustment in cost for this service.

We are assuming this function is also fundable on a 2/3 - 1/3 basis.

Hoping to hear from you.

Very truly yours,

Thomas C. Conley
THOMAS C CONLEY
CITY ENGINEER

TCC:mm

cc: BOARD OF PUBLIC WORKS AND SAFETY ✓

Insert to 6025

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northwestern indiana regional planning commission

8149 Kennedy Avenue
Highland, Indiana 46322

219-923-1060
312-731-2121

May 8, 1975

STEVE W. MANICH, CHAIRMAN
Lake County Surveyor

COLIN S. MACKENZIE, VICE-CHAIRMAN
Town Trustee, Ogden Dunes

ROBERT A. PASTRICK, SECRETARY
Mayor, East Chicago

EVERETTE WITTE, TREASURER
Town Board, Chesterton

RICHARD R. DAINES, EXECUTIVE BOARD
Porter County Councilman

RICHARD G. GALAMBOS, EXECUTIVE BOARD
Town Board, Griffith

WILLIAM S. TANKE, EXECUTIVE BOARD
Porter County Surveyor

ROBERT TURNER, EXECUTIVE BOARD
Division Chief, Program
Planning & Management - Gary
Planning Department

STEVE COLLINS, EXECUTIVE BOARD
Director, Public Affairs -
Midwest Steel

JAMES BARRINGTON
Town Engineer, Porter

RICHARD C. COLLINS
Mayor, Crown Point

PAUL L. DOHERTY
Town Board President, Highland

MARTIN J. ERICSON
Porter County Commissioner

WILLIAM A. FISCHER
Town Trustee, Kouts

TIMOTHY P. GALVIN, JR.
Town Trustee, Munster

JERRY D. GIES
Planning Director, Portage

ELDEN KUEHL
Mayor, Valparaiso

MARCELLA JUNE MASON
Clerk-Treasurer, Hebron

GERALD J. MAZUR
Lake County Councilman

CLARK A. METZ
Lake County Councilman

WILLIAM O'ROURKE
Hammond City Planning Director

RON W. RANDHAN
Town Board, Merrillville

WILLIAM L. STAEHLE
Director, Department of
Development & Planning - Gary

N. ATTERSON SPANN
Lake County Commissioner

LILBURN J. TITUS
Mayor, Hobart

NORMAN E. TUFFORD
Executive Director

Honorable Joseph E. Klen
Mayor, City of Hammond
5925 Calumet Avenue
Hammond, Indiana 46320

Dear Mayor Klen:

In the few past years, Northwestern Indiana Regional Planning Commission has been working in solid waste management planning for Lake and Porter Counties. This planning has largely concerned disposal, but now there is going to be a focus on the collection process which accounts for about 80% of the total costs of local solid waste management.

Collection studies will be made in individual communities, at the request of each community, to help the municipality make their collection system more efficient and, if possible, more economical. A pilot study was completed in Griffith which will serve as a guide to studies in other communities.

This collection study program is being directed by Professor C. David Rose of Purdue University - Calumet Campus. Professor Rose is an industrial engineer with an extensive background in management and is well qualified to conduct this study.

Communities which elect to participate in the study must agree to furnish necessary background and financial data concerning their local solid waste collection system, must help gather any needed additional data and should show some willingness to experiment with certain ideas to test their workability. Presumably, the municipality would also show a willingness to carry out recommendations developed in the study.

This program is financed in part through a U.S. Department of Housing and Urban Development grant to the Regional Planning Commission, however, the local share of the project which is one third the project cost of \$3,800.00 or \$1,266.00 must be paid for

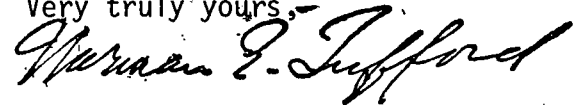
Go Mr Conley

May 8, 1975
Page 2

by the community in which the study is undertaken. The Regional Planning Commission had hoped to make the study available at no direct cost, but there is a problem in financing the local share so we must look to the individual community for assistance. The study does remain quite a bargain since the city will get a study costing \$3,800.00 for only \$1,266.00 as well as the benefits for the pilot study now being completed. If individual arrangements were to be made, the community's cost would probably be \$6,000.00 to \$8,000.00.

If the City of Hammond through its Department of Sanitation would like to participate with Northwestern Indiana Regional Planning Commission to make solid waste collection more efficient, a letter from the Mayor and Superintendent of Sanitation is all that is required.

Very truly yours,

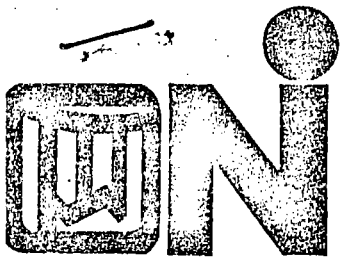


NORMAN E. TUFFORD
Executive Director

NET/MM/myd

cc: Thomas Conley, City Engineer
William O'Rourke, Director of City Planning
Anthony Abildua, Director of Public Works

Enclosure



northwestern indiana regional planning commission

8149 Kennedy Avenue
Highland, Indiana 46322

219-923-1060
312-731-2121

May 8, 1975

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Lake County Surveyor

COLIN S. MacKENZIE, VICE-CHAIRMAN
Town Trustee, Ogden Dunes

ROBERT A. PASTRICK, SECRETARY
Mayor, East Chicago

EVERETTE WITTE, TREASURER
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Hammond, Indiana 46320

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Collection studies will be made in individual communities, at the request of each community, to help the municipality make their collection system more efficient and, if possible, more economical. A pilot study was completed in Griffith which will serve as a guide to studies in other communities.

This collection study program is being directed by Professor C. David Rose of Purdue University - Calumet Campus. Professor Rose is an industrial engineer with an extensive background in management and is well qualified to conduct this study.

Communities which elect to participate in the study must agree to furnish necessary background and financial data concerning their local solid waste collection system, must help gather any needed additional data and should show some willingness to experiment with certain ideas to test their workability. Presumably, the municipality would also show a willingness to carry out recommendations developed in the study.

This program is financed in part through a U.S. Department of Housing and Urban Development grant to the Regional Planning Commission, however, the local share of the project which is one third the project cost of \$3,800.00 or \$1,266.00 must be paid for

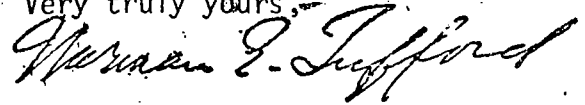
Handwritten note: enclosed No. 6074

May 8, 1975
Page 2

by the community in which the study is undertaken. The Regional Planning Commission had hoped to make the study available at no direct cost, but there is a problem in financing the local share so we must look to the individual community for assistance. The study does remain quite a bargain since the city will get a study costing \$3,800.00 for only \$1,266.00 as well as the benefits for the pilot study now being completed. If individual arrangements were to be made, the community's cost would probably be \$6,000.00 to \$8,000.00.

If the City of Hammond through its Department of Sanitation would like to participate with Northwestern Indiana Regional Planning Commission to make solid waste collection more efficient, a letter from the Mayor and Superintendent of Sanitation is all that is required.

Very truly yours,



NORMAN E. TUFFORD
Executive Director

NET/MM/myd

cc: Thomas Conley, City Engineer
William O'Rourke, Director of City Planning
Anthony Abildua, Director of Public Works

Enclosure

conditions of the numerous crossings throughout the city. At the time Mr. Abildua had invited each to attend a meeting in an effort to correct the situation. The Board requested Mr. Abildua to get in touch with them once again and, in the meantime, forward copies of his first letter to the Common Council for its files.

As to the second request of the Common Council in which the Board's attention is once again called to the unreasonable time in blocking traffic at the Norfolk & Western Railroad crossings, specifically: 173rd & Grand; Parrish Avenue; and 169th and Arizona, the Board directed this portion of the complaint to the Hammond Police Department for attention and enforcement of the law. (Two preceding complaints included in INSERT NO. 6021)

A motion was made by Mr. Moldrawski, seconded by Mr. Conley, to grant permission for Mr. Conley to proceed with the following proposal filed by the NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION relative to completing a Federal-Aid Urban System route as proposed by the city of East Chicago:

- 1) Starting at U.S. 20 and Railroad Avenue, north on Railroad Avenue to Columbus Drive (U.S. 12),
- 2) then north from Columbus Drive over McShane Drive around Tod Park to meet 139th Street,
- 3) then west over 139th Street to Indianapolis Blvd. (U.S. 12/20) and continuing west on 139th Street to approximately White Oak Avenue,
- 4) at the approximate intersect of 139th Street and White Oak the proposed route swings southwest to make a connection with 141st and then west over 141st to Columbia Avenue, the Indiana Toll Road, and Calumet Avenue (U.S. 41).

In essence, Mr. Conley was granted permission to proceed with the reclassification of 141st Avenue from Calumet (U.S. 41), east to the 139th Street connector route at White Oak. Motion carried. (INSERT NO. 6022)

Filed for the record is a letter of May 5, 1975, signed by Timothy W. Raykovich, M.D., authorized representative of Mayor Robert Pastrick and Mr. Joseph Rakowski, General Superintendent of the Sanitary District, of the city of East Chicago, Indiana relative to the Utilization of East Chicago SMALL ANIMAL FACILITY by the city of Hammond, Indiana. (INSERT NO. 6023)

Preceding the filing of the Bid Tabulation Sheet on RESOLUTION NO. 2446 (Solid Waste Disposal) as a part of the permanent Minutes of this date, a motion was made by Mr. Conley, seconded by Mr. Moldrawski, to make a subsequent decision and award on one of the bids submitted, but subject to the approval by the Common Council of an adequate appropriation to meet the needs of the city of Hammond in the disposal of its solid waste. Motion carried.

Mr. Conley directed attention to the proposal of the Northwestern Indiana Regional Planning Commission, 8149 Kennedy Avenue, Highland, Indiana 46322 and its interest in how to best utilize and control the expense of garbage pick-up. It was suggested by Mr. Conley to consider the application and the value of a study to be made of this matter in which the city of Hammond would be assessed one-third of the cost, or a total of \$1,260; therefore, it was the decision of the Board to meet with the Finance Committee of the Common Council to discuss the matter in more detail. (INSERT NO. 6024)

A motion was made by Mr. Conley, seconded by Mr. Moldrawski, approving CLAIMS NO. Q-1096 through Q-1153, directing they be forwarded to the City Controller for proper disposition. Motion carried.

THE TRAVELERS

Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, **10 DAY** written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> CITY OF HAMMOND, BOARD OF PUBLIC WORKS & SAFETY HAMMOND, INDIANA 46320 </div>	2. Name and address of insured <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> RED TOP TRUCKING CO., INC. (1) VLC KIRSCH CONSTRUCTION CO., INC. (2) 7000 OLIVE AVENUE HAMMOND, INDIANA </div>
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3. Location of operations to which this certificate applies
STATES OF INDIANA, ILLINOIS & MISSOURI

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory \$100,000 F.L. LIMIT	T-08-104T615-A-75	6-1-75/10-1-75
Bodily Injury Liability —except automobile including Protective	\$ 500,000 each person \$ 500,000 each occurrence \$ 500,000 aggregate† †Completed Operations and Products only	T-FSLG-104T616-A-75	6-1-75/7-1-75
Property Damage Liability —except automobile including Protective	\$ 100,000 each occurrence \$ 300,000 aggregate		
Bodily Injury Liability —automobile	\$ 100,000 each person \$ 300,000 each accident \$ 300,000 each occurrence	T-NSA-104T617-3-75 (1)	6-1-75/7-1-75
Property Damage Liability —automobile	\$ 100,000 each accident \$ 100,000 each occurrence	T-NSA-104T618-A-75 (2)	6-1-75/7-1-75
Liability (Bodily Injury and Property Damage)	\$ 100,000 each occurrence \$ 100,000 aggregate		
Catastrophe or Excess	\$ 2,000,000 each occurrence \$ 2,000,000 each aggregate \$ 10,000 deductible amt.	CUP-114T951-3-75	6-1-75/7-1-75

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.
 **Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:
 ALL CLASSIFICATIONS NECESSARY FOR THE INSURED'S OPERATIONS.
 ALL OWNED, NON-OWNED & HIRED AUTOMOBILES.

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: DON POWERS AGCY INC. EQUITABLE FIRE AND MARINE INSURANCE COMPANY By <u>Ant Peterson</u> Secretary, Casualty-Property Department	Office: CITY OF HAMMOND Date: 11-15-75 THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE CHARTER OAK FIRE INSURANCE COMPANY By <u>R. J. Ammann</u> Secretary, Casualty-Property Department
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C-5918 Rev. 7-68 PRINTED IN U.S.A. 371

Serial No 6033

BID TABULATION

GARY DEVELOPMENT COMPANY, INC.

We accept the special provision as written by the City of Hammond, Indiana, with the exception of Item 8, termination clause and take over of our property cannot be accepted and, therefore, we void this paragraph of the special provisions in our proposal. Also, we are submitting the following revised list of additional special provisions for your approval.

Gary Development Company, Inc. will accept the solid waste generated by the City of Hammond, Indiana, for the following prices. April 29, 1975, through April 28, 1976 at \$1.38/C.Y. April 29, 1976, through April 28, 1977 at \$1.50/C.Y. Price for additional years to be negotiated.

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard for material on open trucks - providing the material is not compacted or covered by the following two categories. Minimum charge on all open trucks < 7 cu. yds. (\$7.00) per load.
2. COMPACTED MATERIAL - \$1.50 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturer's rated capacity of the body.) Full load charged on this material at all times.
3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard for all difficult to handle material such as trees, R.R. ties, tires, bales, auto seats, timbers, large concrete slabs, etc. Included in this category are material requiring special handling or destroying. Minimum charge for this category will be 10 cu. yds. (\$1.75) per load.

Landfill site is located at the Grand Calumet River and Cline Avenue in Gary, Indiana.

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BID B

ULATION FOR DISPOSAL OF SOLID W
BIDS RECEIVED — APRIL 29, 1975

RED TOP TRUCKING COMPANY, INC.

This bid is submitted in accordance with the subject to the specifications dated April 1, 1975, consisting of the cover page, the "Notice to Bidders" dated April 8, 1975, and pages numbers "1" through "9" consecutively. The bidder shall not be responsible for the delivering of solid waste material to the site.

Pursuant to paragraph No. 5, "Scope of Work," this bid is expressly conditioned upon the Bidder securing the necessary approvals from all governmental agencies involved including the City of Gary and all its various commissions and boards.

The location of the site is the tract of land located between Morse Street and Colfax Avenue, and 17th and 21st Avenues in the City of Gary, with entrance at Morse Street and Colfax Avenues.

1. The aforesaid unit bid price of (\$1.30) C.Y. are for the initial term of one (1) year, and for the succeeding optional term of one (1) year.
2. For the disposal of classified materials as described in paragraph 2, page 6 of Specifications, the bid is three times the base yardage rate for such classified materials.

BID BOND FOR THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)

WASTE

C.I.D. CORPORATION, Division of Waste Management of Illinois, Inc.

\$.75 cu. yd.

Landfill site located at 138th Street and Calumet Expressway.

BID BOND OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)

could possibly be a cause for Mrs. Ralph to have her own property checked for defectiveness. However, he would send someone from his office to survey the area and report back to the Board. (INSERT NO. 5997)

As the Board has no jurisdiction in a request filed, a motion was made by Mr. Conley, seconded by Mr. Mears, to refer to the SANITARY DISTRICT, the correspondence from Attorney John E. Leeney, acting on behalf of his client, McLAUGHLIN APARTMENTS, 169th & White Oak, regarding an overloading of the sanitary system as a result of the increased development in the apartment area. Motion carried. (INSERT NO. 5998)

Upon the recommendation of Police Chief George W. Wise, a motion was made by Mr. Conley, seconded by Mr. Mears, approving the request of Mr. W. Simpson, Principal of the HAMMOND TECHNICAL VOCATIONAL HIGH SCHOOL, in closing Becker Street as so noted in the Minutes of 4/22/75 - INSERT NO. 5983, on June 5, 1975 for the graduation ceremonies. Motion carried. (The Street Department is to furnish barricades for the service of the high school, but the responsibility of placing and removing the barricades rests with the high school.)

Action was withheld until the next meeting on the petition of John F. Ratajczak president, and Delbert L. Purkey, secretary, of the FRATERNAL ORDER OF POLICE, Hammond Lodge No. 51, in a request for approval of a revised schedule of rates for extra jobs assigned through the Police Department. (INSERT NO. 5999) In the meantime, Mr. Mears requested a copy of the last similar proposal, as well as amendments to the proposal, to which Chief George W. Wise complied; with the respective documents included as a part of the aforementioned Insert No. 5999.

Due to the question of legality, a motion was made by Mr. Conley, seconded by Mr. Mears, to deny the BIDS opened April 8, 1975 on Four (4) or less Police Cars, and to readvertise for BIDS on same. Motion carried. (All documents relating to the preceding placed in the April 8, 1975 Bid opening file). NOTE: See Minutes of 4/8/75; 4/15/75; and 4/22/75.

A motion was made by Mr. Conley, seconded by Mr. Mears, to refer the two BIDS from:

Abrahamson Chrysler Plymouth, Inc.
9850 Indianapolis Boulevard
Highland, Indiana

Henry N. Bieker, Inc.
5749 Calumet Avenue
Hammond, Indiana

opened on this date for fifteen (15) or less Police Cars to the Hammond POLICE DEPARTMENT for tabulation and recommendation. Motion carried.

A motion was made by Mr. Conley, seconded by Mr. Mears, to refer the following BIDS on RESOLUTION NO. 2445 (Solid Waste Disposal for the city of Hammond):

Gary Development Company
Vic Kirsch Company
CID Corporation

which were opened on this date, to the City Engineer and the Sanitation Department for determination and recommendation. Motion carried.

In relating to the preceding on SOLID WASTE DISPOSAL, Mr. Conley called attention, as well as requesting inclusion in the record, of a Summary, SPC 18 Operating Permits, of the Department of Health and E.P.A. approved solid waste

ID

sites in the State of Indiana. Included in the Lake County area were the Munster Landfill and Gary Land Development Landfill. (Documents filed with RESOLUTION NO. 2445)

Police Chief George W. Wise returned to the meeting with his department's recommendation on the BIDS opened on this date for fifteen (15) or less Police Cars; therefore, upon this decision, a motion was made by Mr. Conley, seconded by Mr. Mears, awarding the entire BID to HENRY N. BIEKER, Inc. as the lowest and best bidder. Motion carried.

Upon the recommendation of Director of Public Works & Safety Anthony J. Abildua, who after having compiled the Traffic Count Statistics at the intersection of CLEVELAND & MORaine, a motion was made by Mr. Conley, seconded by Mr. Mears, APPROVING THE INSTALLATION of a 4-WAY STOP SIGN at the intersection of CLEVELAND & MORaine for a period of 90 Days. Motion carried. (INSERT NO. 6000)

NOTE: See Minutes of 4/15/75 & 4/22/75.

Mrs. Jane Austgen, 6406 Moraine Avenue, who was in attendance at this meeting, inquired of Mr. Conley when the globes will be replaced on the ornamental

Building Commissioner Eugene Leu was interrogated on the status of the following:

125 STATE STREET

Mr. Leu reported that demolition is underway, but it has been a slow process.

5814 CALUMET AVENUE (Pete Shaver Lincoln-Mercury, Inc.)

Upon reporting that no action has been taken to remove the buildings, Mr. Leu was directed by the Board to proceed in issuing a condemnation notice.

Mr. Mears reported that as a result of the hearing on April 4, 1975 in Judge Cordell Pinkerton's court on the legality of the SIGN ORDINANCE, the city is awaiting the appointment of a special hearing judge or until the court names a panel for the selection of a special hearing judge. (INSERT NO. 5972-A)

Mrs. Daniel J. Ruffin, 461 Logan Street, Hammond appeared before the Board to inquire why her husband, a HAMMOND FIREMAN, was "suspended without pay and has been unable to get his money back." She stated further that "neither the Mayor or the Fire Chief will talk to her about this." Fire Chief Ben Michaw responded that his department follows the state statutes and each case merits individual attention. Mrs. Ruffin inquired why Donald Muntean, a Hammond firefighter, was reinstated when her husband was not given the same consideration. Chief Michaw replied that Firefighter Ruffin's probation period he reported off because of a non-work related injury, he was therefore suspended without pay for two months, being reinstated after two months, but subsequently advised that he had thirty (30) days in which to appeal for back pay, a matter which he never took care of.

Mr. Ron Juda, 13631 Lantern Drive, St. John, Indiana presented a proposal to the Board for ANIMAL CONTROL services in the city of Hammond. Mr. Juda related that he now operates an animal control service in Dyer and St. John, Indiana and will be servicing Cedar Lake, Indiana. A quotation of \$3200 per month which would include a contract by and between Mr. Juda and the city of East Chicago, together with a resume of the contents of the proposal was reviewed with the Board. In addition, Mr. Juda stated he would also quote the cost of his services separate from a joint contract with the city of East Chicago. Mr. Blastick noted for the record of a meeting to be held with the HUMANE SOCIETY on April 10, 1975 regarding service with the Society during the month of April 1975. (INSERT NO. 5973 and 5973-A)

A motion was made by Mr. Conley, seconded by Mr. Blastick, to execute an AGREEMENT with the Indiana State Highway Commission for the removal of a newly constructed medium strip west of Hohman Avenue on Highland Street in the amount of \$440. Motion carried. (Contract R-9699; Topics Project M-6011 (8) (INSERT NO. 5974)

A motion was made by Mr. Conley, seconded by Mr. Blastick, to approve the specifications as prepared by the City Engineers office on SOLID WASTE DISPOSAL:

RE: RESOLUTION 2445

and to accept and award Bids subject to the approval by the State Tax Board of the appropriations for this purpose. (Note: Adoption of RESOLUTION 2445 as of this date)

Acting upon the opinion of City Attorney David Mears, a motion was made by Mr.

- 3) Sand blowing onto Calumet Avenue, between the section of North Hammond and Robertsdale. If the State does not correct the condition then the city should clean it up and bill the state.
- 4) The Erie Lackawanna Railroad crossing at 169th and Southeastern is the worst in the city. It should be repaired and cleaned and the railroad company charged for the expense of the operation.

City Planner William O'Rourke encouraged the city of Hammond to join with East Chicago and Whiting in filing an application for a federal grant to be used for a study on the "ENERGY RECOVERY FOR GARBAGE."

Mr. Mears requested City Engineer Thomas Conley to have specifications ready by the next Board meeting for the Board to proceed in inviting bids on SOLID WASTE DISPOSAL for the city of Hammond. It was further noted that Mr. Blastick is presently awaiting approval of the funds appropriations from the State Board of Accounts which should be forthcoming within two (2) or three (3) weeks, and which are to be used in the solid waste disposal for the city of Hammond.

Mrs. Dietzman (See Minutes of 3/25/75), 831 Sibley Street appeared before the Board relative to the following:

- 1) Status of the unkempt property at 833 Sibley Street

Building Commissioner Eugene Leu reported he was working with the Hammond Fire Department Inspector for a determination of the property.

- 2) The gutters on her neighbor's garage are in need of repair, which causes water to drain onto her property when it rains and which is damaging her lawn.

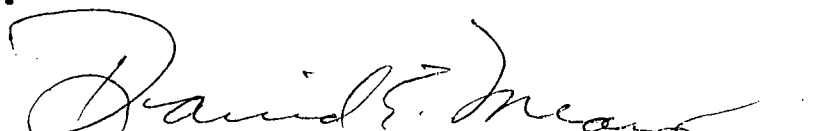
An inspector of the Building Commissioner's office has advised the neighbor to repair the gutters and direct the downspouts into the alley away from Mrs. Dietzman's property.

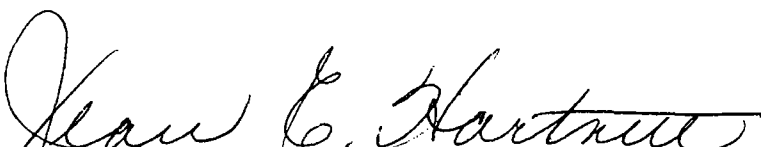
In addition, why was her neighbor permitted a double garage on a twenty-five (25) foot lot?

Building Commissioner Leu to report on above at a subsequent meeting.

A motion was made by Mr. Blastick, seconded by Mr. Conley, to approve CLAIMS No. 9776 through 9862 and 9899 through 9933, directing all to be referred to the City Controller for proper disposition. Motion carried.

There being no further business to come before the Board, a motion was made by Mr. Blastick, seconded by Mr. Conley, to adjourn the meeting. Motion carried and the meeting adjourned at 11:50 a.m.


David E. Mears, President


Jean E. Hartnett, Secretary

MINUTES OF THE MEETING OF APRIL 8, 1975

The regular meeting of the Board of Public Works & Safety of the city of Hammond, Indiana was held on April 8, 1975 in the Council Chambers of City Hall at 10:55 a.m., Mr. David E. Mears, president, presiding.

Those present were David E. Mears, Thomas C. Conley, and Richard J. Blastick.

what action will be taken to revert Summer Street, between Calumet and Columbia, to its original two-way traffic status, as was the situation prior to the construction of the Calumet Avenue Overpass. Director of Public Works Anthony J. Abildua reported that the study to make this change has been underway and he will report his recommendation to return SUMMER STREET to its original TWO-WAY TRAFFIC status, which action will be taken at the 3/4/75 Board meeting. Following the Board's decision at the next meeting, Mr. Gawron will be advised of the action.

A motion was made by Mr. Blastick, seconded by Mr. Conley, to proceed and execute the Board's request of Mr. Norman E. Tufford, Executive Director, Northwestern Indiana Regional Planning Commission, for the RECLASSIFICATION of 129th STREET from CALUMET AVENUE to INDIANAPOLIS BOULEVARD. Motion carried. (INSERT NO. 5918)

A motion was made by Mr. Conley, seconded by Mr. Blastick, to ACCEPT the Final Confirmation of Primary Assessment and Damage Roll Improvements, Michigan Street from Columbia to White Oak Avenue, RESOLUTION NO. 2433, with a PUBLIC HEARING on MARCH 25, 1975, at which time each individual property owner will be granted the right to remonstrate. Motion carried.

Upon the recommendation of City Engineer Thomas C. Conley, a motion was made by Mr. Blastick, seconded by Mr. Conley, to pay the total and final amount due on RESOLUTION NO. 2377, improvements of 165th Street and Columbia Avenue Intersection. Motion carried.

JUDGE EDWARD J. RASKOSKY appeared before the Board in a partial repeat of a previous inquiry on solid waste disposal (Per Minutes of 1/28/75):

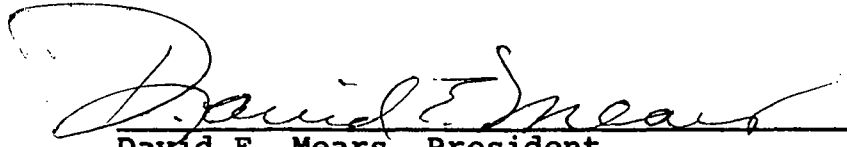
- a) Why has there been a delay in awarding the bids accepted by the Board on July 16, 1974?
- b) How can the Gary Development Company do business with the city of Hammond in the amount of "some \$50,000" when no contract exists between the Gary Development Company and the city of Hammond? Judge: "I question the propriety of such transactions."
- c) Have claims now on file in the City Controller's office been paid? If not, is the controller going to obtain an opinion on the legality of paying such claims?
- d) Judge: "I raise the question also of the dump areas as used by the contractor."


In response, Mr. Conley stated that no contracts on the bids were awarded as no monies were available to honor the contracts. He further added that he takes exception to this cross-examination -- why had not the Judge expressed an interest in the payments made to the city of East Chicago Incinerator Service or Amoco, Whiting, Indiana prior to December 1974, neither of which had contracts with the city of Hammond in accepting and disposing of the city's solid waste. Mr. Blastick inquired as to Judge Raskosky's current interest in the financial matter of solid waste disposal, yet he made no apparent concern or mention of this as late as December 1974. Mr. Blastick confirmed that while claims were on file in his office no payments whatsoever have been made. Mr. Mears closed this portion of the meeting with the statement that the financial obligations in taking care of this

MINUTES OF THE MEETING OF FEBRUARY 25, 1975 (Continued)

priations, will be handled by the Controller's office upon the opinion of the State Board of Accounts and upon the subsequent advice of the City Attorney.

There being no further business to come before the Board, motion was made by Mr. Mears, seconded by Mr. Blastick, to adjourn the meeting. Motion carried and the meeting adjourned at 11:45 a.m.


David E. Mears, President

ATTEST: 
Jean E. Hartnett, Secretary

MINUTES OF THE MEETING OF MARCH 4, 1975

The regular meeting of the Board of Public Works & Safety of the City of Hammond, Indiana was held on March 4, 1975 in the Council Chambers of City Hall at 10:35 a.m., Mr. David E. Mears, president, presiding.

Those present were David E. Mears, Thomas C. Conley, and Richard J. Blastick.

Upon a motion by Mr. Conley, seconded by Mr. Blastick, the Minutes of February 25, 1975 were approved as read. Motion carried.

A motion was made by Mr. Blastick, seconded by Mr. Conley, approving the following DIGGING requests:

NIPSCO - 736 Willow Court, Lot 10

ILLINOIS BELL TELEPHONE COMPANY - South of Martha Street,
east of Nebraska

Motion carried.

Councilman PAUL DUNCANSON appeared before the Board regarding the following:

- 1) Request for repairs of sidewalks and curbs on 139th Street, Hohman east to Torrence

Councilman Duncanson's request, also noted in a letter to the Board of Public Works and Safety from the Common Council, dated 3/3/75, was referred to the attention of the City Engineer. (INSERT NO. 5919)

- 2) Residents in North Hammond have complained of ANGELO'S FINER FOODS, 3702 Sheffield Avenue violating the burning pollution ordinance, particularly with such violation occurring during the early morning hours.

The Board advised Councilman Duncanson that Chief of the Air Pollution Department Ronald Novak would be so informed of the complaint (INSERT NO. 5919-A)

- 3) Councilman Duncanson related that he, as a candidate for Mayor of the city of Hammond, is a victim of a political plot, as is "your boss, Mr. Klen," so conspired by the "young Hammond police officers who have visions of promotions." He cited examples of excessive ticketing in the areas of 176th and Columbia, particularly insensible to the fact that angle parking has existed on this unimproved street for the past twenty years, further, it is a dead end street; and also on Chestnut Street. The councilman inquired why the police officers are not concentrating on ticketing the drivers using Columbia, Calumet, and Harrison Avenues as a "race track."

In addition, Councilman Duncanson stated there is more court business and "fixing" transacted on the second floor of the city hall men's washroom than in any proper business office.

10

MINUTES OF THE MEETING OF MARCH 4, 1975 (Continued)

Attorney for study and recommendation before said contracts are executed.

The response from Mr. Thomas C. Conley, City Engineer, to the inquiry as per the Board Minutes of February 25, 1975 relative to a complaint filed by Mrs. Herbert L. Harris with the RAILROAD DEPARTMENT, PUBLIC SERVICE COMMISSION, State of Indiana (See INSERT NO. 5915) was included in the record and filed.

Motion was made by Mr. Blastick, seconded by Mr. Conley, to execute the AGREEMENT by and between the city of Hammond and the HAMMOND COMMUNITY CO-ORDINATED CHILD CARE ASSOCIATION, Inc., herein called 4C's. Motion carried. (INSERT NO. 5927) Mr. Blastick noted that a \$12,000 Surety Bond has been applied for by the 4C's.

Attorney Frank A. J. Stodola appeared before the Board representing a client, Mrs. Lillia Udydz, 4333 Baltimore in a complaint filed against the Rokiki Construction Company with regard to remodeling on the client's premises. The Board requested Building Commissioner Eugene Leu to accompany Attorney Stodola to Mrs. Udydz's residence to determine the basis of her complaint before a suit is filed against the construction company.

Mr. Mears reported of a conversation he had with Councilman Frank Mrvan in which the councilman filed a complaint about sand mining taking place at 169th & GRAND (BRIAR EAST). Mr. Conley acknowledged that the area does need attention, but the cause is not sand mining, rather it is sand blowing. Therefore, it was the decision of the Board to notify the owner of the property to correct this condition. (*insert No. 5929*)

A motion was made by Mr. Blastick, seconded by Mr. Conley, to ADOPT RESOLUTION 2437, to wit: RESOLUTION ADOPTING AN EMERGENCY PLAN FOR REFUSE DISPOSAL IN THE CITY OF HAMMOND. Motion carried.

Regarding the allegations charged by JUDGE EDWARD J. RASKOSKY (See Minutes of 1/28/75 & 2/25/75), City Controller Blastick and his Deputy Controller met with the State Board of Accounts on the matter previously noted relative to the city of Hammond's procedure of solid waste disposal and payment for services rendered. Mr. Blastick was advised that with the existence of a verbal contract that 1974 funds encumbered for the purpose of paying bills in 1975 is permissible and approved by the State Board of Accounts. The preceding should satisfy the Raskosky allegations. Attorney Mears stated that the Board will nullify the bids opened 7/16/74 and that his office will proceed in preparing an appropriation ordinance, following which advertising for bids will be placed for SOLID WASTE DISPOSAL for the city of Hammond, Indiana.

Mr. Mears requested the record to show that DEMOLITION and clearance of the JUSTER'S property have been underway, and at no cost to the city.

The Board requested Building Commissioner Eugene Leu to investigate the hazardous conditions and direct that the remaining building be leveled at the PETE SHAVER LINCOLN-MERCURY, Inc., 5814 Calumet Avenue fire-damaged.

Both Mr. Conley and Mr. Blastick reported that they will be away at the time of the March 11, 1975 Board meeting. Mr. Conley will be attending the Road School sessions at Purdue University, Lafayette, Indiana and Mr. Blastick will be at a Tax Board hearing in Crown Point, Indiana. A re-scheduled Board meeting was not determined at this time.

Edward Raskosky, 6636 Forest Avenue, "an interested citizen," appearing in the "interest of the Hammond taxpayers" petitioned the Board of Public Works & Safety for an answer on the status of BIDS accepted by the Board of Public Works & Safety on JULY 16, 1974 on SOLID WASTE DISPOSAL from the following:

RED TOP TRUCKING
7020 Cline Avenue
Hammond, Indiana

GARY DEVELOPMENT COMPANY, Inc.
479 North Cline Avenue
Gary, Indiana

WASTE MANAGEMENT OF ILLINOIS
7300 College Drive
Palos Heights, Illinois

Mr. Raskosky advised the Board that he has checked the Board Minutes from July 16, 1974 to date, as well as obtaining copies of the entire Bid placed by the Gary Development Company, Inc., 479 No. Cline Avenue, Gary, Indiana, also he has a copy of the Standard Questionnaire and Financial Statement for Bidders as submitted by the Red Top Trucking, Inc., 7020 Cline Avenue, Hammond, but has failed in his search to find any official action taken by the Board, either a rejection or approval of the Bids. Mr. Raskosky interrogated: "is it not required by state statutes if service or equipment exceeds \$5,000 then bids are required?"; to which Mr. Mears replied to the affirmative. In addition, Mr. Raskosky inquired of a contract, or contracts, by and between the City of Hammond and the City of East Chicago (use of the incinerator); Amoco Oil Company; and Waste Management of Illinois. He further questioned the fiscal responsibilities of the Gary Development Company, to which Mr. Mears responded that this would be checked if and when an official contract should be awarded to any one or all bidders jointly. Mr. Raskosky referred to a copy of a letter dated September 25, 1974, which he stated he had in his possession as written by Samuel C. Ennis to Mayor Joseph E. Klen relative to the availability of and purchase of a dump site on Industrial Highway at the north intersection of Routes 12 and 20 in the city of Gary. Mr. Conley responded that the letter is not the property of the Board of Works; he has the letter in his files which had been referred to him by the Mayor for observation and study and subsequent report. "Did the Board investigate into the \$450,000 selling price and what determination was made?" inquired Mr. Raskosky. Mr. Conley responded that the letter is not entered into, nor is it a part of Board record, simply: the letter was not originally directed to the Board, but to the City Engineer, and as a result of the research made by him, Mr. Conley, was that the plan is not "economically feasible." Briefly:

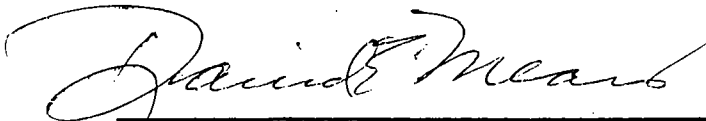
- a) The Steam Control Board, State Board of Health, Department of Natural Resources of the State of Indiana, would not approve the site.
- b) The Gary City Engineer stated the site is not zoned, nor would it be zoned for such purposes.
- c) The \$450,000 price would be only an initial investment for, if the two preceding items were or could be fulfilled, an additional cost would have to be considered for the building and installation of a sewer line, a 2½ miles separation to any sewer connection.

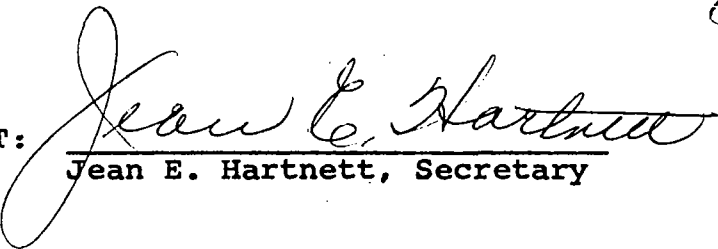
Mr. Raskosky questioned the use of the \$450,000 out of Revenue Sharing Funds approved by the Council: "why the Bid awards were not made as a result of this action?" In response, Mr. Conley pointed out these appropriations were used to cover "past billing" for garbage disposal and that no awards on the Bids can or

will be made until "money is available." Mr. Raskosky continued to question prices paid by the city of Hammond and/or prices quoted to the City of Hammond on solid waste disposal at which time Mr. Mears extended the invitation to Mr. Raskosky to confer with Mr. Conley and Director of Public Works Anthony J. Abildua at the time when they may produce the evidence to support the prices in question. The files are not here during Board sessions, but are located in the respective offices of the Engineering and the Street Departments. Giving little heed to Mr. Mears' invitation Mr. Raskosky continued in his interrogation of prices, contracts, etc. Mr. Mears asked Judge Raskosky to allow the Board members a chance to speak without interruption and the Judge would be given an equal opportunity to express himself. Judge Raskosky excused himself from the meeting without further comment.

In the absence of Board of Public Works & Safety President Donald E. Gavit, recuperating from illness, a motion was made by Mr. Conley, seconded by Mr. Mears, to retain the same officers of the year 1974 with Vice-president Mears continuing to conduct the meetings. Motion carried.

There being no further business to come before the Board, motion was made by Mr. Conley, seconded by Mr. Mears, to adjourn the meeting. Motion carried. Meeting adjourned at 11:30 a.m.


David E. Mears, Vice-president

ATTEST: 
Jean E. Hartnett, Secretary

MINUTES OF MEETING OF FEBRUARY 4, 1975

The regular meeting of the Board of Public Works & Safety of the City of Hammond Indiana was held on February 4, 1975 in the Council Chambers of City Hall at 10:30 a.m., Mr. David E. Mears, vice-president, presiding.

Those present were David E. Mears, Thomas C. Conley, and Richard J. Blastick.

Upon a motion by Mr. Conley, seconded by Mr. Mears, the Minutes of the meeting of January 28, 1975 were approved as read. Motion carried.

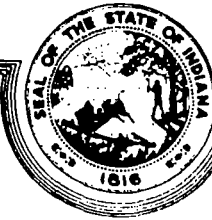
Mr. Mears introduced the newest member of the Board, City Controller Richard J. Blastick, directing that a copy of Mr. Blastick's official appointment, (INSERT NO. 5886) be entered into the record and filed. Mr. Blastick replied he would do his best to assist and was reading past Board Minutes to familiarize himself with the Board functions.

With a full Board complement, Mr. Mears called for an election of officers; therefore upon a motion by Mr. Conley, seconded by Mr. Blastick, MR. MEARS was elected PRESIDENT of the Board of Public Works & Safety. Motion carried.

Upon a motion by Mr. Conley, seconded by Mr. Mears, MR. BLASTICK was elected VICE-PRESIDENT of the Board of Public Works & Safety. Motion carried.

Upon a motion by Mr. Mears, seconded by Mr. Blastick, depending on the propriety of Board officers, MR. CONLEY was elected SECRETARY to the Board of Public Works & Safety. Motion carried.

STATE - INDIANA



INDIANAPOLIS 46206

STREAM POLLUTION CONTROL BOARD

1330 West Michigan Street
633-5467

September 11, 1974

Mr. Larry Hagen
Gary Land Development Co., Inc.
P. O. Box 484
Gary, Indiana 46407

Dear Mr. Hagen:

Re: Final inspection of the
Sanitary Landfill Operation on
Approximately 62 Acres Within the
SW $\frac{1}{4}$ of Section 35, T37N., R9W.,
Lake County

In accordance with Condition #1 of the approval letter dated June 21, 1973, a final inspection of the above-referenced site prior to acceptance of refuse was made by Claude Goodley and David Finton of the Solid Waste Management Section, in your presence, on August 29, 1974.

A trench was seen excavated into impermeable gray clay in the northeast portion of the site. Peripheral drainage and the dewatering system appeared to be functioning properly, as was described in the proposal for this sanitary landfill operation.

A letter has been received from the Sanitary District of Gary, Acting Director, Mr. Nicholas Cost, stating that arrangements have been made to handle the leachates coming from the Gary Land Development Company site.

This office hereby grants final approval to the Gary Land Development Company site, and operations may begin.

Very truly yours,

Oral H. Hart
Technical Secretary

CWG/mc

cc: Lake County Plan Commission
City of Gary
✓ City of Hammond
City of East Chicago
Lake County Health Department
Northwest Regional Planning Commission

File # MC. 5703

MINUTES OF JULY 16, 1974(continued)

for bids. Mr. Conley recommended that authority be given the City Engineer to advertise for bids for 4 - 1974 dump trucks for the Sewer Maintenance Division.

Referring to a complaint of Mr. Michael McGella, 1138 Cleveland Street, at the last meeting regarding the alley west of Columbia, Mr. Abildua stated it was their opinion that they were right in what they had done. Mr. Davis' alley was never blacktopped, it was composition which accumulation of sealer gave it an appearance of blacktop. They had done nothing but good, taking out the ruts and holes. Mr. Conley moved, seconded by Mr. Mears, to deny the request to blacktop his alley for reason that he already had it blacktopped. Motion carried.

Mr. Robert Becich, Director of Manpower Administration, presented some rough drafts on EEA employees to be passed on to various department heads so that they might adjust their budgets accordingly. INSERT NO. 5638.

As previously advertised according to law, the following bids were received and opened by the board:

Bids for the Improvement of Madison Avenue from 175th Street to the Borman Expressway, and 176th Street from Madison Avenue to Monroe Avenue, Resolution 2436.

1. Vic Kirsch Construction Co., Inc.

Bids on Solid Waste Disposal for the City of Hammond, Resolution 2437

1. Gary Development Company, Inc.
2. Red Top Trucking Company, Inc.
3. Waste Management of Illinois, Inc.

Motion was made by Mr. Mears, seconded by Mr. Conley, that the bids be referred to the City Engineer for tabulation and recommendation.

Declaratory Resolution No. 2419A, to vacate the first alley east of Indianapolis Blvd. from 114th Street south, to the first alley south of 144th Street. Mr. Conley moved, seconded by Mr. Mears, that the board accept the change route in petition and proceed with the vacation proceedings of this alley. Motion carried.

Mr. Ivan Gatlin of Gatlin Plumbing & Heating, Inc., 311 N. Broad St., Griffith, Indiana, appeared with a request for permission to cut Grant Blvd. to install and extend a 10" Sanitary Sewer starting at a point 30 ft. N. of 171st Street to accomodate Westinghouse Electric Company Warehouse. Also, permission to close the street from 8:00 a.m. to 4:00 p.m. for 4 days. Mr. Mr. Abildua suggested the hours be changed from 8:30 a.m. to 3:30 p.m. and hoped Mr. Gatlin would keep one lane of traffic open. Also, notify the Police and Fire Departments before starting. Mr. Gatlin agreed to the above and to the restoration of the street back to its original requirement. Mr. Conley moved, seconded by Mr. Mears, that Mr. Gatlin be granted permission to cut into the street, modify the request and install some barricades and lights. Motion carried. INSERT NO. 5639.

A complaint from Jim DeBoer of Engineering Department, against Welsh Bros. Motor Service, 920-150th Street, where a barbed wire fence is overhanging the sidewalk. Mr. Conley made motion, seconded by Mr. Mears that Welsh Motor Service be notified to immediately remove the hazardous condition and clear the right-of-way. Motion carried.

A letter from Mr. L.A. Riechers, Asst. City Engineer, regarding a sewer job for Lowell Johnston, 6613 Marshall Avenue, done by Lassie Plumbing Company. Mr.

Conley suggested that a copy of the letter be sent to Lassie Plumbing and that they

WILLIAM BECKER, JR.,
Commissioner of Streets & Alleys



CITY OF HAMMOND, INDIANA 46320

5911 CALUMET AVENUE

PHONE (219) 932-0573
931-3330

April 16, 1968

Board of Public Works
5925 Calumet Ave.
Hammond, Indiana


Dear Sir:

I recommend the following new hours for city dump opening,
7 A.M. to 5 P.M. Monday to Friday and 7 A.M. to Noon Saturday,
closed Sundays and holidays.

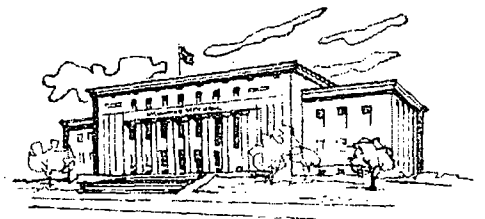
I feel with these new hours we can control the dump a
lot easier than the present hours of 6 A.M. to 6 P.M. seven
days a week.

I will maintain a watchman out their seven days a week
from 6 A.M. to 6 P.M.

Very truly,


William Becker, Jr.
Street Commissioner

WB/rg



JOSEPH E. KLEN, Mayor

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to BOARD OF PUBLIC WORKS AND SAFETY, CITY OF HAMMOND, INDIANA

By RED TOP TRUCKING COMPANY, INCORPORATED { A Corporation
A Co-partnership
An Individual

Address 7020 CLINE AVENUE
HAMMOND, INDIANA

Date submitted APRIL 29, 19 75

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and financial statement for financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

Submitted by VIC KIRSCH CONSTRUCTION COMPANY, INCORPORATED

- ☐ A Co-partnership
☐ An Individual

Principal Office at 7020 CLINE AVENUE, HAMMOND, INDIANATo BOARD OF PUBLIC WORKS AND SAFETY, CITY OF HAMMOND, INDIANA

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 38
2. How many years experience in 38 construction work has your organization had: (a) As a general contractor 38 (b) As a sub-contractor _____
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
100,000.00	Stone	1972	LAKE COUNTY, INDIANA
375,000.00	Streets, Sewers	1972	CITY OF HAMMOND, INDIANA
300,000.00	Equip. Rental	1971	Inland Steel, East Chicago, Indiana
250,000.00	Equip. Rental	1973	Inland Steel, East Chicago, Indiana

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
200,000.00	Equip. Rental	1974	Inland Steel, East Chicago, Indiana
100,000.00	Stone	1974	Lake County, Indiana

4. Have you ever failed to complete any work awarded to you? No If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor.

7. In what other lines of business are you financially interested?
VIC KIRSCH CONSTRUCTION, HAMMOND, INDIANA

8. For what corporations or individuals have you performed work, and to whom do you refer?

INLAND STEEL	ED FASTER
J. C. O'CONNOR	A. D. BLACKBURN
RAYMOND CONCRETE	JOHN WILLIAMS
ARTHUR MCKEE	IRA NATHAN

9. For what cities have you performed work and to whom do you refer?

HAMMOND	WM. BECKER
MUNSTER	JOHN BUNNELL
HIGHLAND	DAVE MORROW
GARY	MAYOR HATCHER
EAST CHICAGO	MAYORS NICOSIA & PASTRICK

10. For what counties have you performed work and to whom do you refer?

LAKE COUNTY	WALTER HASHAN
-------------	---------------

11. For what State bureaus or departments have you performed work and to whom do you refer?

INDIANA	C. SWEENEY
	WM. PASKE
	CHAS. MITCHELL

12. Have you ever performed any work for the U. S. Government? NO
 If so, when and to whom do you refer?

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
VICTOR KIRSCH	PRESIDENT	38	SUPERVISOR, GENERAL	SUPERVISOR
CHARLES KIRSCH	SUPT.	32	SEWERS, ERECTIONS, ETC	SUPT.
ROBERT KINCAID	CHIEF ENGINEER	25	STREETS, CURBS, GRADING	SUPT.
WM. VAN ALLEN	ENGINEER	19	STREETS, CURBS, GRADING	SUPT.
GREG GRIMMER	ENGINEER	10	STREETS, CURBS, GRADING	SUPT.
JOHN KIRSCH	ASST. MGR.	28	ASST. SUPERVISOR	ADVISOR

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

VISITED SITE TO COORDINATE JOB LAYOUT.

2. Explain your plan or layout for performing the proposed work

CHECK WITH OWNERS OR REPRESENTATIVES

ACQUAINT SUPERVISOR WITH PLANS AND SPECIFICATIONS

ORDER MATERIAL AND MACHINES NEEDED

PROCEED WITH PROJECT IN A WORKMANLIKE MANNER

3. The work, if awarded to you, will have the personal supervision of whom?

JOHN KIRSCH, ROBERT KINCAID

- *4. Do you intend to do the hauling on the proposed work with your own forces?

YES

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

*6. Do you intend to do the grading on the proposed work with your own forces? YES

If so, give type of equipment to be used: _____

*7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. NO

8. Do you intend to sublet any other portions of the work?..... If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.....

9. From which sub-contractors or agents do you expect to require a bond? _____

10. What equipment do you own that is available for the proposed work?

[illegible]

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
		NONE	

12. How and when will you pay for the equipment to be purchased?

13. Do you propose to rent any equipment for this work? NO If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers.

Dated at HAMMOND, INDIANA this day of 19 74

RED TOP TRUCKING CO., INCORPORATED

(Name of Organization)

By

VICTOR KIRSCH, PRESIDENT

(Title of Person Signing)

STATE OF INDIANA

COUNTY OF LAKE

ES:

VICTOR KIRSCH

PRESIDENT

being duly sworn, deposes and says that he is of the above RED TOP TRUCKING COMPANY, INC.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 29 day of April 19 75

NOTARY PUBLIC STATE OF INDIANA

MY COMMISSION EXPIRES APR. 19, 1977

ISSUED THROUGH INDIANA NOTARY ASSOC.

My Commission expires

Contractor's Financial Statement

Submitted by

RED TOP TRUCKING Company INC.

for Vernon by 2/24

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at

7020 CLINE AVENUE, HAMMOND, IND.

BOARD OF PUBLIC WORKS AND SAFETY, CITY OF HAMMOND, INDIANA

To

Condition at close of business

DECEMBER 31,

1974

		Dollars				Cts.
ASSETS						
1. Cash: (a) On hand \$	(b) In bank \$		12	12	7	75
2. Notes receivable (a) Due within 90 days	(b) Due after 90 days					
	(c) Past due					
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment						
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate						
	(a) Amount receivable after deducting retainage					
	(b) Retainage to date, due upon completion of contracts					
5. Accounts receivable from sources other than construction contracts		68	5	38	0	70
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days	(b) Recoverable after 90 days					
7. Interest accrued on loans, securities, etc.						
8. Real estate: (a) Used for business purposes	(b) Not used for business purposes	68	23	7	20	
9. Stocks and bonds: (a) Listed—present market value	(b) Unlisted—present value	5	37	8	70	
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)	(b) Other materials (present value)	3	08	7	50	
11. Equipment, book value		79	32	6	21	
12. Furniture and fixtures, book value		68	4	34	1	31
13. Other assets		7	40	8	00	
Total assets		28	44	1	19	
		16	23	72	3	56
LIABILITIES						
1. Notes payable: (a) To banks regular	(b) To banks for certified checks	34	1	24	2	27
	(c) To others for equipment obligations					
	(d) To others exclusive of equipment obligations					
2. Accounts payable: (a) Not past due	(b) Past due	19	7	26	3	64
3. Real estate encumbrances						
4. Other liabilities						
5. Reserves		12	27	9	8	29
6. Capital stock paid up: (a) Common	(b) Common	8	40	0	00	
	(c) Preferred					
	(d) Preferred					
7. Surplus (net worth)		9	57	0	19	36
Total liabilities		16	23	72	3	56
CONTINGENT LIABILITIES						
1. Liability on notes receivable, discounted or sold		N				
2. Liability on accounts receivable, pledged, assigned or sold		0				
3. Liability as bondsman		N				
4. Liability as guarantor on contracts or on accounts of others		E				
5. Other contingent liabilities						
Total contingent liabilities						

DETAILS RELATIVE TO ASSETS

1	(a) on hand.....	\$ 12,127.75
	Cash (b) deposited in banks named below.....	
	(c) elsewhere—(state where).....	

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
GARY NAT'L BANK	GARY, INDIANA	RED TOP TRUCKING Co.	8506.67
MERCANTILE NAT'L BANK	HAMMOND, INDIANA	" " " "	412.79
So. Holland T. & S.	So. Holland, ILL.	" " " "	3,208.29

2 *	(a) due within 90 days.....	\$
	Notes receivable (b) due after 90 days.....	
	(c) past due.....	

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3 *	Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$
-----	--	----

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?..... If so, state amount, to whom, and reason.....

4 *	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	\$
	(a) Amount receivable after deducting retainage.....	
	(b) Retainage to date due upon completion of contract.....	

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?..... If so, state amount, to whom, and reason.....

DETAILS RELATIVE TO ASSETS (Continued)

5 * Accounts receivable not from construction contracts \$ 685,380.70

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$ 68,232.20
book value { (b) Not used for business purposes 55,378.70

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

9

Stocks and bonds: (a) Listed—present market value.....

\$ 3087.50

(b) Unlisted—present value.....

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
		DATE	%				
1							
2							
3							
4							
5							
6							
7							

WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1		
2		
3		
4		
5		
6		
7		

10

Materials in stock and not included in Item 4, Assets:

(a) For use on uncompleted contracts (present value).....

\$ 79,326.21

(b) Other materials (present value).....

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS

11*

Equipment at book value.....

\$ 684,341.31

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE
	D6-D-8 DOZERS	CONDITION EXCELLENT	NEW TO FIVE YEARS	LAKE COUNTY, INDIANA	
	CRANES				
	SCRAPERS				
	MOTOR GRADERS				
	ROLLERS				
	GAS TRUCKS				
	DUMP TRUCKS				
	MIXERS				
	PUMPS				

Are there any liens against the above?..... If so, state total amount.....

\$

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value. \$7408.00

13 Other assets \$28,441.19

DESCRIPTION	AMOUNT

TOTAL ASSETS \$ 1,623,723.56

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular. \$341,242.27
(b) To banks for certified checks.
(c) To others for equipment obligations.
(d) To others exclusive of equipment obligations.

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable { (a) Not past due. \$194,263.64
(b) Past due.

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets) \$

4 Other liabilities \$

DESCRIPTION	AMOUNT

5 Reserves \$122,798.29

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6 Capital stock paid up { (a) Common \$8400.00
(b) Preferred

7 Surplus \$957,019.36

TOTAL LIABILITIES \$ 1,623,723.56

Amount for which incorporated..... 10,000.00

Capital paid in cash..... \$ 1,000.00

When incorporated..... April 1936

In what state..... Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

..... Victor Kirsch, President

..... Charles Kirsch, Treas. & Vice President

..... Eva Kirsch, Secretary

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Lake } ss:

Victor Kirsch

_____ being duly sworn, deposes and says that he is President of the Red Top Trucking Company, Incorporated, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

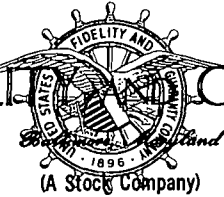
Subscribed and sworn to before me this

29 day of April 1975

(Officer must sign here)

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES APR. 15 1977
ISSUED THROUGH INDIANA NOTARY ASSOC.

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER 31-0120

KNOW ALL MEN BY THESE PRESENTS:

THAT RED TOP TRUCKING COMPANY, INCORPORATED
7020 Cline Avenue of Hammond, Indiana 46323
as Principal, and UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto the BOARD OF PUBLIC WORKS
AND SAFETY, CITY OF HAMMOND, HAMMOND, INDIANA
as Oblige, in the full and just sum of TWENTY-FIVE HUNDRED (\$2500.00) AND NO/100-----
Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for furnishing of the premises,
facilities, the healthful and aesthetic operation, for the disposal of
solid waste originating within the City of Hammond, Lake County,
Indiana.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between
the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered April 25th, 1975.
(Date)

RED TOP TRUCKING COMPANY, INCORPORATED (SEAL)

Erak Krasin

By: *John Krasin* (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: *Fred K. Rosecrans*

Fred K. Rosecrans, Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 84365

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Howard J. Gescheidler, Jr., R. J. Gescheidler, William E. Gescheidler, Anthony D. Baker, Steve J. Svetic, Fred K. Rosecrans, Clyde E. Rector and Robert F. Lukes** of the City of **Hammond**, State of **Indiana** its true and lawful attorney ~~s in and for the State of~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ **anyone of the said Howard J. Gescheidler, Jr. and the said R. J. Gescheidler and the said William E. Gescheidler and the said Anthony D. Baker and the said Steve J. Svetic and the said Fred K. Rosecrans and the said Clyde E. Rector and the said Robert F. Lukes**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **14th** day of **December**, A. D. 1973

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **Charles B. Watson**
By.....
Vice-President.

(Signed) **W. G. Hilyard**
.....
Assistant Secretary.

(SEAL)
STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **14th** day of **December**, A. D. 19 **73** before me personally came

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana }
COUNTY OR CITY OF Lake } ss:

Before me, a Notary Public, personally came FRED K. ROSECRANS known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 25th day of April, 19 75.

Helen Gachos
Notary Public.

My Commission expires April 7, 1977

Jud. 876 (9-57)

BID OF

RED TOP TRUCKING CO., INC. Contractor

7020 CLINE AVENUE

HAMMOND, INDIANA

Address

FOR

SOLID WASTE DISPOSAL

Bid opened 4/29/75
Res. No. 2446

Filed _____, 19____

Action taken _____

CONTRACTOR'S BID

Providing premises, etc. for the disposal of solid waste originating within on City of Hammond Ind. Res. No. 2445
Insert class of work

HAMMOND Indiana, APRIL 28, 1975

To THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HAMMOND, INDIANA

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the furnishing of the premises, facilities, the healthful and aesthetic operation,
Insert class of work for the disposal of solid waste originating within the City of Hammond, Lake County, Indiana, and for which the City has accepted responsibility.

to be located 17th and Morse Street, Gary, Indiana

according to the plans and specifications prepared by Thomas C. Conley, Engineer for
Engineer or Architect City of Hammond now on file in the office of said City Engineer,

Hammond, Indiana for the sum of \$1.30 per cubic yard. Yardage
to be determined by Manufacturers Recommended Capacity State amount in figures and words
of Vehicle Measurement. \$

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ per cu. yd.

Concrete work (including forms) \$ per cu. yd.

Brick work \$ per M.
(State whether actual brick or mason's measurement)

\$

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

1. This bid is submitted in accordance with the subject to the specifications dated April 1, 1975 consisting of the cover page, the "Notice to Bidders" dated April 8, 1975, and pages number "1" through "9" consecutively. The bidder shall not be responsible for the delivering of solid waste material to the site.
2. Pursuant to paragraph No. "5", Scope of Work" this bid is expressly conditioned upon the Bidder securing the necessary approvals from all governmental agencies involved including the City of Gary and all its various commissions and boards.
3. The location of the site is the tract of land located between Morse Street and Colfax Avenue, and 17th and 21st Avenues in the City of Gary, with entrance at Morse Street and Colfax Avenue.
4. The aforesaid unit bid prices are for the initial term of one (1) year, and for the succeeding optional term of one (1) year.
5. For the disposal of classified materials as described in paragraph "2.", page 6 of Specifications the bid is three times the base yardage rate for such classified materials.

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19_____

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19_____

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 28th day of April, 19 75

(Seal)

RED TOP TRUCKING COMPANY, INC.,

Name of corporation

VICTOR KIRSCH

President

EVA KIRSCH

Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19_____, subject to the following conditions: _____

(Signed) _____

Attest _____

BID BOND IN THE SUM OF \$2500.00 IS ATTACHED HERETO.

Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find certified check for \$....., being.....% of the maximum bid herein, made payable to.....

The proceeds of which are to remain the absolute property of said.....
Name of officer and municipality
CITY OF HAMMOND
Municipality
if.....shall not within.....days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said.....
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award.....the contract for said work, that.....

shall within.....days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and.....VICTOR A. KIRSCH AND EVA KIRSCH.....agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such.....whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

VICTOR A. KIRSCH
EVA KIRSCH

Subscribed and sworn to before me by.....VICTOR A. KIRSCH AND EVA KIRSCH.....

this.....28th.....day of.....APRIL....., 19.....75

My Commission expires
NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES APR. 19, 1977
ISSUED THROUGH INDIANA NOTARY ASSOC

VERONICA L. PRUSIECKI, NOTARY PUBLIC

Subscribed and sworn to before me by.....

this.....day of....., 19.....

My Commission expires

Subscribed and sworn to before me by.....

this.....day of....., 19.....

My Commission expires

Gary Development Co., Inc.

479 North Cline Avenue ♦ P. O. Box 6056 ♦ Gary, Indiana 46406
Phone (219) 944-7858

April 29, 1975

City of Hammond
5925 Calumet Avenue
Hammond, Indiana

Gentlemen:

RE: Proposal for sanitary landfill owned
by Gary Development Company, Inc.
for use by City of Hammond

The Gary Development Company, Inc. respectfully submits the following proposal for its services for the garbage and refuse collection as delivered by the City of Hammond vehicles.

We accept the special provision as written by the City of Hammond, Indiana, with the exception of Item 8, termination clause and take over of our property cannot be accepted and, therefore, we void this paragraph of the special provisions in our proposal. Also, we are submitting the following revised list of additional special provisions for your approval.

Gary Development Company, Inc. will accept the solid waste generated by the City of Hammond, Indiana for the following prices. April 29, 1975 through April 28, 1976 at \$1.38/C.Y. April 29, 1976 through April 28, 1977 at \$1.50/C.Y. Price for additional years to be negotiated.

The rules of the landfill shall be as follows:

- n. 5 years*
1. Garbage shall be delivered to the sanitary landfill in packers and other refuse shall be delivered in covered loads.
 2. Loads shall not include animal carcasses or parts thereof, explosives, inflammables, or any industrial wastes, unless cleared through the landfill manager.
 3. Dumping rules as established by the attendant shall be followed.

City of Hammond

Page 2

April 29, 1975

- in spec*
4. Receiving tickets must be signed when each load is dumped.
 5. Gary Development Company, Inc. shall not be responsible for City employees or equipment when entering the landfill or in the operation within the landfill, nor while traveling upon the roads or in the landfill area.
 6. Payment terms:

DET APPROVED → Net 30 days. 1-1/2% per month carrying charge on the unpaid balance.

Very truly yours,

GARY DEVELOPMENT COMPANY, INC.

Lawrence H. Hagen

Lawrence H. Hagen
Vice President & General Manager

LHH/jm
Attachment

Accepted by:

Name and Title

Date _____

7

Gary Development Co., Inc.

479 North Cline Avenue ♦ P. O. Box 6056 ♦ Gary, Indiana 46406

Phone (219) 944-7858

DUMPING INFORMATION AND PRICE SCHEDULE EFFECTIVE APRIL 29, 1975 THROUGH APRIL 28, 1976

Charges for disposing of material at the above Gary Development landfill will be based on the following three categories:

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard for material on open trucks--providing the material is not compacted or covered by the following two categories. Minimum charge on all open trucks--7 cu. yds. (\$7.00) per load.
2. COMPACTED MATERIAL - \$1.38 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturers rated capacity of the body.) Full load charged on this material at all times.
3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard for all difficult to handle material such as trees, R.R. ties, tires, bales, auto seats, timbers, large concrete slabs, etc. Included in this category are materials requiring special handling or destroying. Minimum charge for this category will be 10 cu. yds. (\$17.50) per load.

INFLAMMABLE MATERIALS such as magnesium, buffings, etc., will NOT be accepted at any time.

ALL DRIVERS WILL BE REQUIRED TO ABIDE BY ALL SITE REGULATIONS.

Gary Development Co., Inc.

479 North Cline Avenue ♦ P. O. Box 6056 ♦ Gary, Indiana 46406

Phone (219) 944-7858

DUMPING INFORMATION AND PRICE SCHEDULE EFFECTIVE APRIL 29, 1976 THROUGH APRIL 28, 1977

Charges for disposing of material at the above Gary Development landfill will be based on the following three categories:

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard for material on open trucks--providing the material is not compacted or covered by the following two categories. Minimum charge on all open trucks--7 cu. yds. (\$7.00) per load.
 2. COMPACTED MATERIAL - \$1.50 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturers rated capacity of the body.) Full load charged on this material at all times.
 3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard for all difficult to handle material such as trees, R.R. ties, tires, bales, auto seats, timbers, large concrete slabs, etc. Included in this category are materials requiring special handling or destroying. Minimum charge for this category will be 10 cu. yds. (\$17.50) per load.
- 1-11 5/24/77*
INFLAMMABLE MATERIALS such as magnesium, buffings, etc., will NOT be accepted at any time.

ALL DRIVERS WILL BE REQUIRED TO ABIDE BY ALL SITE REGULATIONS.

PRICE FOR FUTURE YEARS TO BE NEGOTIATED.

SPECIAL PROVISIONS

1. Special Provisions. The following special provisions are in addition to specifications provided by the Indiana State Board of Health and the Instructions to Bidders.

2. Materials to be Disposed Of. The contractor shall accept all refuse, except as herein provided for, that is generated within the City of Hammond. No liquids, oils or explosives will be delivered. Nothing in these provisions shall prevent or limit the right of the Board of Public Works to license or issue permits to local scavengers or commercial collectors of refuse and the Board shall have full rights to limit, or authorize the use of such license or permits by such local scavengers or commercial collectors of refuse.

The contractor shall also bid for acceptance of classified materials requiring special handling: stumps and logs greater than 18 inches in diameter, 36" in length, woven wire fence, whole car bodies, demolition debris in amounts greater than ten (10) tons, hot water heaters, gasoline tanks, and rigid items, such as refrigerators, washing machines, stoves, and other appliances are to be accepted as classified materials. Any charges for any other materials which the contractor finds difficult to handle must have the advance approval of the Board of Public Works and Safety.

3. Hours of Operation. The sanitary landfill site(s) shall be open for the receipt of solid waste from 7:30 A.M. until 4:30 P.M., local time, Monday

through Friday. The landfill site(s) shall also be accessible to the City on Saturdays from 7:30 A.M. to 1:00 P.M. The sanitary landfill site(s) shall be closed on Sundays and holidays. A qualified employee of the contractor shall be at the site(s) during all operating hours.

4. Disposal Site(s). Any proposed site shall be located so that an access route to accommodate any and all vehicles is available. Any improvements required due to use by the City or their assigned hauler will be the responsibility of the contractor. All internal site roads and improvements will be the responsibility of the contractor.

Within the site the bidder shall provide toilet facilities for public usage, a potable water source for consumption, and a water source for fire protection.

An all weather roadway shall be constructed so that traffic can reach an unloading area during all types of weather without damage to the vehicle.

5. Equipment. The contractor shall provide all equipment including but not limited to tracked equipment with either a bulldozer blade or bucket at the site in case of delivery breakdowns at the site.

6. Method of Operation. A minimum of two (2) unloading spots shall be made available at all times of operation to limit the unloading delay time of delivery vehicles.

7. Inspection. The Solid Waste Disposal Site and Facility shall be open for inspection by any State, County or other governmental official during all operating hours and if requested, after closing, in order to assure compliance with the specifications and the rules and regulations. Any violations will be brought to the contractor's attention in writing. Failure to correct any violation within thirty (30) days after written note will allow the Board of Public Works and Safety to cancel the contract.

8. Guarantees. The Gary Development Company, Inc. will take refuse for as long as the sanitary fill (located at the Grand Calumet River and Cline Avenue in Gary, Indiana) is available (expected life is approximately ten (10) years) and providing the City of Hammond complies with the conditions of this agreement.

9. Salvage. Salvage of any materials brought to the site(s) may be conducted by the contractor without the written approval of the Board of Public Works and Safety. In no case shall the City assume responsibility for any salvaged materials left in the vicinity of the site, nor shall any salvage operation in any way interfere with the prompt and proper disposal of refuse or create a delay in the unloading of City or assigned vehicles.

10. Dust Control. Dust from access roads on the site shall be controlled by the contractor by periodic wetting, road oiling, or other satisfactory treatment measure.

11. Quantities of Solid Waste. From records to date, the amount of solid waste picked up by the Department of Sanitation in the truck packers average approximately 15,200 cubic yards per month. The loose debris delivered in stake and/or other types of vehicles average 3,500 cubic yards.

Other sources of pick up and deliveries are the Street Department, Park Department, School City and private individuals average monthly contribution to the disposal of 1,000 cubic yards.

12. Bid Items. Bidders are requested to submit bids for Disposal of Solid Waste on both a tonnage and/or cubic yardage measure. Bidders shall also quote for disposal of classified items either by tonnage and/or cubic yardage. Classified items may be bid on unit prices per each.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, GARY DEVELOPMENT CO., INC.

GARY, INDIANA

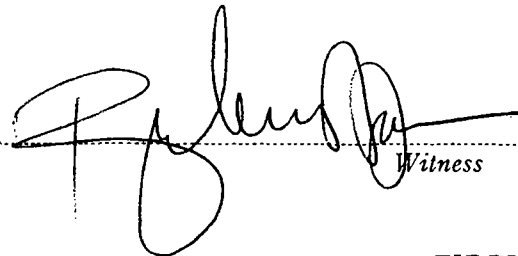
....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF HAMMOND, INDIANA

..... as Oblige, (hereinafter called the "Oblige"),
in the sum of FIVE PERCENT OF THE AMOUNT OF THE BID,
BUT IN NO EVENT LESS THAN \$2,500.00 Dollars (5% of Bid.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PROVIDE PREMISES, FACILITIES, THE
HEALTHFUL AND AESTHETIC OPERATION, FOR THE DISPOSAL OF SOLID WASTE
ORIGINATING IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29TH day of APRIL A.D. 19 75


Witness

GARY DEVELOPMENT CO., INC. (SEAL)

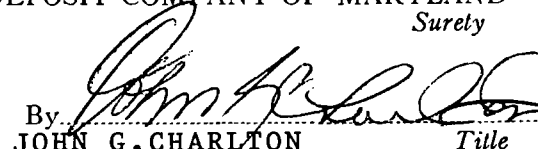
Principal

BY: Lamm H. Hoyer V.P. GEN. MGR.
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Witness

By:  (SEAL)
JOHN G. CHARLTON Title
Agent & Attorney-In-Fact

STATE OF ILLINOIS
COUNTY OF COOK } SS:

I, SHIRLEY J. LEPP

, a Notary Public in and for said County, in the State aforesaid,

do hereby certify that JOHN G. CHARLTON

Agent and Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Agent and Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and as the free and voluntary act of the Fidelity and Deposit Company of Maryland, for the uses and purposes therein set forth.

Given under my hand and notarial seal this

29TH

day of

APRIL

1975

My Commission Expires August 24, 1977

Shirley J. Lepp
Notary Public

Chicago 197947

PLEASE READ YOUR BOND

No. _____

\$ _____

ON BEHALF OF

TO

BID BOND

Fidelity and Deposit Company
HOME OFFICE OF MARYLAND BALTIMORE

A STOCK COMPANY - ESTABLISHED 1890

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by S. R. MINSKER, Vice-President, and V. F. TOOMEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ronald W. Fuermann, John G. Charlton, Roger D. Voorhees, Raymond Tollefsen, John W. Quigley, Jack Newhall, Frederick Ritscher, Raul Castaneda, Robert E. Kappus, Robert M. Day and Douglas A. Jamieson, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Ronald W. Fuermann, et al, dated October 16, 1973.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of September, A.D. 1974.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

V. F. TOOMEY

By

S. R. MINSKER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 13th day of September, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

ELENOR K. MITCHELL

(SEAL)

Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

29TH day of APRIL, 1975

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Statement of Financial Condition

AS OF DECEMBER 31, 1974



ASSETS

*Bonds.....	\$37,801,114.24
*Stocks.....	52,152,205.00
Real Estate.....	3,392,952.88
Cash in Banks and Offices.....	4,033,493.94
Premiums in Course of Collection (less than 90 days old).....	13,566,327.47
Reinsurance and Other Accounts Receivable.....	2,298,624.37
TOTAL ADMITTED ASSETS.....	<u>\$113,244,717.90</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Unearned Premiums.....	\$42,027,378.03
Reserve for Claims and Claim Expenses.....	21,641,382.00
Reserve for Taxes and Expenses.....	1,530,000.00
Miscellaneous Reserves and Other Liabilities.....	5,722,627.97
TOTAL LIABILITIES.....	<u>\$70,921,388.00</u>
Capital Stock, Paid Up.....	\$5,000,000.00
Surplus.....	<u>37,323,329.90</u>
Surplus as Regards Policyholders.....	42,323,329.90
TOTAL.....	<u>\$113,244,717.90</u>

Securities carried at \$1,119,861.02 in the above statement are deposited as required by law.

*Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 1974 market quotations for all bonds and stocks owned, this Company's total admitted assets would be \$106,614,205.90 and surplus as regards policyholders \$35,692,817.90.

I, WILLIAM R. AMOS, Treasurer of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 1974, according to the best of my information, knowledge and belief.

William R. Amos

Treasurer

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

Subscribed and sworn to, before me, a Notary Public of the State of Maryland in the City of Baltimore, this 30th day of January, 1975.

Notarial
Seal

Elenor K. Mitchell

Notary Public

My commission expires July 1, 1978

BID OF

Gary Development Co. Contractor

Gary Development Co., Inc.

P. O. Box 6056 Address
Gary, Indiana

FOR

Solid Waste Disposal

For The City of Hammond, Ind.

*Bid opened 4/29/75
Rec. No. 2446*

Filed April 29th, 1975

Action taken

Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find certified check for \$ 2,500.00, being 100 % of the maximum bid herein, made payable to City of Hammond
Name of officer and municipality
The proceeds of which are to remain the absolute property of said City of Hammond
Municipality
if Gary Development Co., Inc. shall not within ninety (90) days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said City of Hammond
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award the contract for said work, that shall within days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and Gary Development Co., Inc.
agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Hammond
whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gary Development Co., Inc.

P. O. Box 6056

Gary, Indiana

Lawrence H. Hagen V.P.

Subscribed and sworn to before me by Lawrence H. Hagen, Vice President

this 29th day of April, 1975

My Commission expires

Lawrence H. Hagen V.P.

Subscribed and sworn to before me by

this 28TH day of APRIL, 1975

My Commission expires

FEB. 15, 1979

Lawrence H. Hagen V.P.

Subscribed and sworn to before me by

this day of, 19

My Commission expires

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this 29th day of April, 1975

Gary Development Co., Inc.
Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this day of, 19

(Firm name)

Individual names { By

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 29th day of April, 1975

Gary Development Co., Inc.

Name of corporation

(Seal)

Lawrence H. Hays V.P.
President
Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this day of, 19, subject to the following conditions:

(Signed)

Attest

CONTRACTOR'S BID

on Solid Waste Disposal
Insert class of work
Hammond Indiana, April 29, 1975
To CITY OF HAMMOND, INDIANA

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the Solid Waste Disposal
Insert class of work

to be located On the premise of Gary Development Co. Sanitary Landfill
according to the plans and specifications prepared by Joseph L. Tite
Engineer or Architect
now on file in the office of State Board of Health
for the sum of

State amount in figures and words

\$
If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ per cu. yd.
Concrete work (including forms) \$ per cu. yd.
Brick work \$ per M.
(State whether actual brick or mason's measurement)
\$

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:
(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

SEE ATTACHED SHEETS.

GARY DEVELOPMENT CO. INC.

Price Quotes:

Aug. 1, 1974 thru Aug. 1, 1975 \$5.75/ton or \$1.38/Cubic Yard

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard for material on open trucks providing the material is not compacted or covered by the following two categories. Minimum charge on all open trucks -- 7 cu. yds. (\$7.00) per load.
2. COMPACTED MATERIAL - \$1.38 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturers rated capacity of the body.) Full load charged on this material at all times (480 lbs. / C.Y.)
3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard for all difficult to handle material such as trees, R.R. ties, tires, bales, auto seats, timbers, large concrete slabs, etc. Included in this category are materials requiring special handling or destroying. Minimum charge for this category will be 10 cu. yds. (\$17.50) per load.

Aug. 1, 1975 thru Aug. 1, 1976 \$6.25/ton or \$1.50/cubic yard

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard. Minimum charge on all open trucks--7 cu. yds. (\$7.00) per load.
 2. COMPACTED MATERIAL - \$1.50 per cubic yard. Full load charged on this material at all times. (480 lbs./C.Y.)
 3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard. Minimum charge for this category will be 10 cu. yds. (\$17.50) per load.
- INFLAMMABLE MATERIALS such as magnesium, buffings, etc. will NOT be accepted at any time.

PRICE FOR FUTURE YEARS TO BE NEGOTIATED:

Conversion factor for converting tons to cubic yards will be 480 lbs./cu. yds. In reference to ITEM #7 (Insurance) of the "INSTRUCTION TO BIDDERS", the Gary Development Co. states in ITEM #5 of "The Rules of the Landfill", that they are not responsible for city employees or equipment when entering the landfill, or in the operation within the landfill, nor while traveling upon the roads or in the landfill area.

The Gary Development Co. states that they will not accept ITEM #8 - (the termination clause under "SPECIAL PROVISIONS").

Payment Terms: Net 30 days. 1.5% per month carrying charge on the unpaid balance.

Guarantees: The Gary Development Co. will take refuse for as long as the landfill is available (expected life is approximately ten (10) years and providing the City of Hammond guarantees that all quantities of solid waste generated by the city will be disposed of at the Gary Development Co. landfill for the period of this contract.

Landfill Site: The Gary Development Co. landfill site is located at the Grand Calumet River and Cline Ave. in Gary, Ind.

SUBMITTED A CERTIFIED CHECK FOR THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.)

TABULATION OF BIDS FOR SOLID WASTE DISPOSAL SYSTEM

RED TOP TRUCKING CO., INC.

Price Quotes:

\$1.25/cu. yd. Yardage is to be determined by manufacturer's recommended capacity of vehicle measurements.

Red Top Trucking Co. will accept for disposal classified material requiring special handling such as stumps, and logs not greater than 18 inches in diameter and 30 feet in length as two times the base yardage rate. They will accept for disposal classified materials such as woven wire fence, whole car bodies, tires, demolition debris in amounts greater than (10) tons, hot water heaters, gasoline tanks, and rigid items and white goods at three times the base yardage rate.

The above base yardage quoted prices for the second year of the contract shall be increased by any increases in the cost of labor and equipment in that year.

Bid is in compliance with the requirements of provisions set forth in the "SPECIFICATIONS", and "INSTRUCTION to BIDDERS" and "SPECIAL PROVISIONS" for the DISPOSAL of SOLID WASTE originating in the city of Hammond.

Proposed site extends from Morse Street to Colfax Street and 17th. Ave. to 21st. Ave. Gary, Ind. - with entrances at Morse St. and 17th. Ave.

SUBMITTED A BID BOND FOR THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.)

C.I.D. Corporation, Division of Waste Management of Illinois, Inc.

Price Quotes:

\$1.75/cu.yd. for ordinary waste /or \$2.20/cu.yd. for classified material

Bid is in compliance with City's Specifications etc...

Landfill site is not indicated in materials received from bidder.

SUBMITTED A BID BOND FOR THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500)

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(\$17.50) per lo
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TWO THOUSAND FIVE

MINUTES OF MEETING - JANUARY 30, 1973 (continued)

Lake County, is out of town and is expected to return on or about March 1, 1973. He asked that we be informed that he will personally hold this inquest when he returns. Mr. Gavit stated that he has directed a letter to the Coroner's Office with information pertaining to Mr. Lindsey's death on January 4, 1973, in the 4000 block of Calumet Avenue. INSERT NO. 5014.

Letter was received from LeRoy J. O'Donnell, 7125 Alexander Avenue, relative to street and curbs on the south half of 7000 block of McCook Avenue. The matter was referred to the Office of the City Engineer. INSERT NO. 5015.

Correspondence was received from the State of Indiana Board of Health, Roland P. Dove, pursuant to the board's request for inspection reports made of the Columbia Avenue Trailer Park. Mr. Dove stated that their area representative was to contact the board president about his inspections of the subject park. INSERT NO. 5016.

Communication received from Stanley Kulik, City Clerk, wherein the following action was taken at the meeting of the Common Council on January 22, 1973, and ordered called to the attention of the board:

"Hmurovic cited reports that city vehicles are seen being used for private use by some city employees. Hmurovic protested the privilege of "unlimited use" of these vehicles by employees and suggested that the city institute a system of applying city identification seals to vehicles assigned to different departments.

Hmurovic supported by Parrish moved that the above matter be called to the attention of the Board of Works, with a suggestion that the matter of applying identification seals to city vehicles be considered. Ayes-All"

Mr. Gavit stated that all city cars have municipal license plates and most all vehicles have names or insignias painted on them. INSERT NO. 5017.

Mr. Gavit commented that the City Attorneys Office has settled with the insurance company for the damage to the 1968 Chevrolet which was totaled in an accident, belonging to the Street Department. An authorization from the Mayor is necessary in order to dispose of the junk car.

Correspondence received from the City of Hope, Chicago Illinois, requesting permission to have a "Tag Day" in Hammond on April 7th, 1973. Mr. Gavit stated that he was of the opinion that tag days should be limited to local operation for local organizations. Motion was made by Mr. Conley, seconded by Mr. Gavit that permission be denied. INSERT NO. 5018.

Contract was presented as received from American Oil Company for city use of the J & L Sanitary Landfill - Whiting, Indiana. A fee of 80 cents per cubic yard was quoted. Mr. Gavit stated that a statement has been received covering a ten (10) day period, in the amount of \$3700.00 (approximately \$370.00 per day). Mr. Gavit also stated that he felt we were getting into an extremely sizeable garbage disposal cost. The matter was deferred until a later date for further discussion.

Mr. Gavit reported to the board that on January 23, 1973, the board met with East Chicago Board of Works to discuss various items of interest to both cities.

Mr. Gavit also reported that the garage license was denied for O.B. Body Shop, 6314 Columbia Avenue, for failure to comply with the inspections made by the Fire Department, but is still operating his business.

Mr. Conley reported that he has received a bill from Illinois Bell Telephone Company for the Hammond Human Relations Office for long distance calls in the amount of \$426.17. Discussion was held regarding this matter.

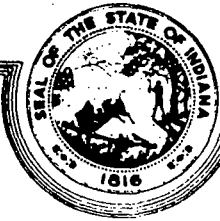
There being no further business to come before the board, motion was made by Mr. Conley, seconded by Mr. Gavit to adjourn the meeting. Motion carried and the meeting adjourned at 12:00 noon.


DONALD E. GAVIT, PRESIDENT

ATTEST:



STATE OF INDIANA



INDIANAPOLIS 46206

STREAM POLLUTION CONTROL BOARD

1330 West Michigan Street
633-5467

September 11, 1974

Mr. Larry Hagen
Gary Land Development Co., Inc.
P. O. Box 484
Gary, Indiana 46407

Dear Mr. Hagen:

Re: Final inspection of the
Sanitary Landfill Operation on
Approximately 62 Acres Within the
SW $\frac{1}{4}$ of Section 35, T37N., R9W.,
Lake County

In accordance with Condition #1 of the approval letter dated June 21, 1973, a final inspection of the above-referenced site prior to acceptance of refuse was made by Claude Goodley and David Pinton of the Solid Waste Management Section, in your presence, on August 29, 1974.

A trench was seen excavated into impermeable gray clay in the northeast portion of the site. Peripheral drainage and the dewatering system appeared to be functioning properly, as was described in the proposal for this sanitary landfill operation.

A letter has been received from the Sanitary District of Gary, Acting Director, Mr. Nicholas Cost, stating that arrangements have been made to handle the leachates coming from the Gary Land Development Company site.

This office hereby grants final approval to the Gary Land Development Company site, and operations may begin.

Very truly yours,

Oral H. Hart
Technical Secretary

CWG/ms

cc: Lake County Plan Commission
City of Gary
City of Hammond
City of East Chicago
Lake County Health Department
Northwest Regional Planning Commission

File # 57903



SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE 4347 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98105

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, That we, C.I.D. CORPORATION, Division of Waste Management
of Illinois, Inc.

_____ as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto City of

Hammond, Indiana, Board of Public Works as Obligee, hereinafter called the Obligee,

in the sum of TWO THOUSAND FIVE HUNDRED AND NO/100----- Dollars

(\$ 2,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Disposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 16th day of July, 19 74

Nancy L. Cross
Witness

Gloria J. Sax
Witness

C.I.D. Corporation, Division of Waste Management of Ill., Inc. (Seal) Principal
George C. Dillon
George C. Dillon, Assistant Secretary
SAFECO INSURANCE COMPANY OF AMERICA
By Rose Mary Fanizio
Rose Mary Fanizio Attorney-in-Fact



SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA

LIMITED POWER OF ATTORNEY

4418

No. _____

KNOW ALL MEN BY THESE PRESENTS:

That **SAFECO Insurance Company of America** and **General Insurance Company of America**, each a Washington corporation, does each hereby appoint

----- **ROSE MARY FANIZIO** -----

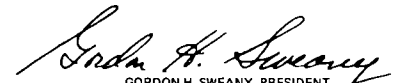
its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby in amounts or penalties not exceeding the sum

of ONE MILLION AND NO/100 DOLLARS (\$ 1,000,000.00)

IN WITNESS WHEREOF, **SAFECO Insurance Company of America** and **General Insurance Company of America** have each executed and attested these presents

this 13th day December, 19 73.


W. D. HAMMERSLA, SECRETARY


GORDON H. SWEANY, PRESIDENT

CERTIFICATE

Extract from Article VI, Section 12, of the By-Laws of **SAFECO Insurance Company of America** and of **General Insurance Company of America**:

"Article VI, Section 12, - FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO Insurance Company of America** and of **General Insurance Company of America** adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the company setting out,
(i) The provisions of Article VI, Section 12 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the company may be a facsimile thereof."

I, **William Hammersla**, Vice-President and Secretary of **SAFECO Insurance Company of America** and of **General Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a power-of-attorney issued pursuant thereto, are true and correct, and that the By-Laws, the Resolution and the power-of-attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporations

this _____ day of _____, 19 ____.




W. D. HAMMERSLA, SECRETARY



- ☐ FIREMAN'S FUND INSURANCE COMPANY
☐ THE AMERICAN INSURANCE COMPANY
☐ NATIONAL SURETY CORPORATION
☒ ASSOCIATED INDEMNITY CORPORATION
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

CERTIFICATE OF INSURANCE

TO:

City of Hammond, Indiana
Board of Public Works
5955 Calumet Avenue
Hammond, Indiana

DATE July 16, 1974

THIS IS TO CERTIFY THAT THE COMPANY OR COMPANIES CHECKED ABOVE HAVE IN FORCE AS OF THE DATE HEREOF THE FOLLOWING POLICY OR POLICIES:

NAME AND ADDRESS OF INSURED OR EMPLOYER	LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED
C.I.D. Corporation, Division of Waste Management of Illinois, Inc. P.O. Box 214 Calumet City, Illinois 60409	Various - Private Refuse Collection

KIND OF INSURANCE	POLICY NUMBER	EXPIRATION	LIMITS OF LIABILITY
WORKMEN'S COMPENSATION	WP 169 69 53	1/1/75	STATUTORY
EMPLOYERS' LIABILITY	WP 169 69 53	1/1/75	100 THOUSAND DOLLARS, EACH PERSON 100 THOUSAND DOLLARS, EACH ACCIDENT
BODILY INJURY LIABILITY OTHER THAN AUTOMOBILE*	LP 208 08 71	1/1/75	500 THOUSAND DOLLARS, EACH OCCURRENCE 500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
Comprehensive			
PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE*	LP 208 08 71	1/1/75	500 THOUSAND DOLLARS, EACH OCCURRENCE 500 THOUSAND DOLLARS, AGGREGATE OPERATIONS 500 THOUSAND DOLLARS, AGGREGATE PROTECTIVE 500 THOUSAND DOLLARS, AGGREGATE CONTRACTUAL 500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
Comprehensive Including Blanket Contractual			
AUTOMOBILE:			
BODILY INJURY LIABILITY*	LP 208 08 71	1/1/75	500 THOUSAND DOLLARS, EACH PERSON 500 THOUSAND DOLLARS, EACH OCCURRENCE
Comprehensive			
PROPERTY DAMAGE LIABILITY* Compr.	LP 208 08 71	1/1/75	500 THOUSAND DOLLARS, EACH OCCURRENCE
MEDICAL PAYMENTS			\$ EACH PERSON
COMPREHENSIVE—LOSS OF OR DAMAGE TO THE AUTOMOBILE, EXCEPT BY COLLISION OR UPSET BUT INCLUDING FIRE, THEFT AND WINDSTORM			ACTUAL CASH VALUE UNLESS OTHERWISE STATED HEREIN \$
COLLISION OR UPSET			ACTUAL CASH VALUE LESS \$ DEDUCTIBLE

DESCRIPTION AND LOCATION OF OPERATIONS AND AUTOMOBILES COVERED

All Automotive Equipment owned and/or operated by the above Insured.

** 90 days prior notice will be given to the Addressee.

INSURANCE CONSULTANTS, INC.
ELIEL AND LOEB COMPANY, Division

*IF COMPREHENSIVE, SO STATE.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICY OR POLICIES SHOWN ABOVE.

**
IN EVENT OF ANY MATERIAL CHANGE IN OR CANCELLATION OF THE POLICY OR POLICIES THE COMPANY WILL MAKE EVERY EFFORT TO NOTIFY THE ADDRESSEE BUT UNDERTAKES NO RESPONSIBILITY BY REASON OF FAILURE TO DO SO.

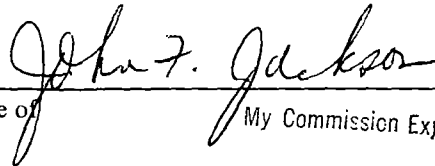
By *Elie L. Loeb* AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois
County of Cook } ss

On this 16th day of July, 1974, before me personally appeared RoseMary Fanizio, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA or FIRST NATIONAL INSURANCE COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of
County of

My Commission Expires Sept. 30, 1977

(Seal)

S-230 R3 10/72

PRINTED IN U.S.A.

BID OF

Gary Development Co. Contractor

Gary Development Co. Inc.

479 N. Cline Ave. Gary Address

FOR

Solid Waste Disposal

For The City Of Hammond, Ind.

Rec. 2437

Filed July 16 th, 19 74

Action taken

CONTRACTOR'S BID

on Solid Waste Disposal
Insert class of work
Hammond Indiana, July 16, 1974
To CITY OF HAMMOND, INDIANA

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the Solid Waste Disposal
Insert class of work

to be located On the premise of Gary Development Co. Sanitary Landfill
according to the plans and specifications prepared by Joseph L. Tite
Engineer or Architect
now on file in the office of State Board Of Health
for the sum of _____
State amount in figures and words

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation _____ \$ _____ per cu. yd.
Concrete work (including forms) _____ \$ _____ per cu. yd.
Brick work _____ \$ _____ per M.
(State whether actual brick or mason's measurement)

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:
(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

(See attached Sheets.)

Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find certified check for \$ 2500.00, being 100 % of the maximum bid herein, made payable to City of Hammond
Name of officer and municipality
The proceeds of which are to remain the absolute property of said City of Hammond
Municipality
if Gary Development Co. shall not within 90- ninety days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said City Of Hammond
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award _____ the contract for said work, that _____ shall within _____ days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and Gary Development Co., Inc.
agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City Of Hammond
whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gary Development Co.
419 N. Cline Ave
Gary, Indiana
Lawrence H. Hagen Vice Pres.
Lawrence H. Hagen Vice Pres.

Subscribed and sworn to before me by _____
this 16 day of July, 19 74
My Commission expires _____

Thomas C. Mueh

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____
My Commission expires _____

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____
My Commission expires _____

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this 16 day of July, 1974
Eacy Development Co.
Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19_____
(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 16 day of July, 1974

(Seal)

Eacy Development Co.
Name of corporation
James H. Eacy
President
James H. Eacy
Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19_____, subject to the following conditions: _____

(Signed) _____

Attest _____



RICHARD G. HATCHER
MAYOR

City of Gary

ENGINEERING DEPARTMENT

401 BROADWAY
GARY, INDIANA 46402
TELEPHONE 944-6524



CARL ABEL, P.E.
CITY ENGINEER

DAVE WISDOM
ASSISTANT CITY ENGINEER

February 6, 1975

Mr. Thomas Conley
City Engineer
5925 Calumet Avenue
Hammond, Indiana

RE: LANDFILL OPERATIONS ON INDUSTRIAL HIGHWAY AND CLINE AVENUE

It is my professional opinion that this site is not applicable to a landfill operation. The above operation would require an investment of 2 1/2 million dollars to prepare it for a landfill operation, even then because of it's proximity to the lake, it will not be acceptable to the state requirements.

It is the opinion of our City Council and the Administration, that there will be no more landfill operations within the city limits of Gary. Therefore; any effort to make this site a landfill operation will be wasted, because we in the City of Gary will not permit it.

Very truly yours,

Carl Abel, P.E.
City Engineer

CA:mh



RICHARD G. HATCHER
MAYOR

City of Gary

ENGINEERING DEPARTMENT

401 BROADWAY
GARY, INDIANA 46402
TELEPHONE 944-6524



CARL ABEL, P.E.
CITY ENGINEER

DAVE WISDOM
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Very truly yours,

Carl Abel, P.E.
City Engineer

CA:mh

2/18/75 > see Minutes of 2/28/75
Mr. Conley submitted
This copy to both Bd of Wks & Mayor Ken

Rec 2437

STATEMENT ON GARBAGE DISPOSAL ANSWER TO TIMES EDITORIAL OF MARCH 10, 1975

Following are the facts on the status of garbage and waste material disposal for the City of Hammond.

The fact that the City of Hammond does not and has not had large vacant undeveloped areas that could be used to be developed to dump garbage under the new EPA regulation SP 118 governing landfill operation. This administration inherited this condition and try as we did to resolve it we have not up to this time been able to do it. There are several reasons why we have failed, some of which we will enumerate. The cost of a complete disposal unit to meet present day air and water pollution standards is astronomical. The City of Hammond does not have the quantities (tonnage) to warrant a unit that would produce waste steam (to be sold) and reclaim steel and tin cans to make it a profitable operation. However with a regional unit which would have to include other cities and towns (Gary, Highland, Griffith and Whiting) this could be accomplished. Do not overlook the fact that all the other surrounding communities are in the same situation. They have all been directed by the Stream Pollution Control Board to discontinue the present method of garbage disposal--- Gary must make a decision shortly, they have had three extensions of time---Griffith the same---Highland is dumping in Munster and Whiting in Illinois---East Garys case is before the Attorney General for violation. The Senate Committee held a hearing recently on a bill passed for possible regionalizing.

We have chosen on a temporary basis the best and only legally established ^{land}fill operation, which incidentally is also the most economical, now possible for good efficient legal garbage and trash collection. We have not signed an extended agreement for we feel that there must be other more economical ways for legal garbage and waste disposal which we feel can be found with the aid of the legislature and regional planning commission.

This has been a very serious matter for the administration and is being continuously probed and followed in every direction now that all the guidelines of the Environmental Protective Agency have been clearly defined.

A G R E E M E N T

This agreement made this 29 day of May, 1975, by and between the City of Hammond, a municipal corporation of the State of Indiana, herein called city, and the Gary Development Company, Inc., herein called contractor, witnesseth:

Whereas, the city of Hammond is desirous of locating a site wherein waste materials may be deposited and,

Whereas, the city has advertised for bids, contractor has filed with the city its bid and proposal in writing to perform said functions for and on behalf of the city as a private operation upon certain terms and conditions, and the city has accepted said bid as the lowest submitted, all pursuant to law;

Now, therefore, it is agreed:

City grants to contractor the right, privilege and duty, which contractor shall perform, to receive and dispose of all trash and garbage to be collected in the city for the periods January 1, 1975 through April 30, 1975 and May 1, 1975 through June 30, 1975.

As consideration for this contract city agrees to pay the contractor one dollar and ~~twenty-five~~ ^{THIRTY EIGHT} cents (~~\$1.25~~ ^{\$1.38}) for each compacted cubic yard of garbage deposited with the contractor.

City will transport all refuse to contractor's landfill site in city equipment.

Contractor shall bill the city monthly.

City shall deliver garbage to sanitary landfill in packers and other refuse shall be delivered in covered loads.

Contractor shall receive garbage daily between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, and until 1:00 p.m. on Saturday.

City agrees that loads shall not include animal carcasses or parts thereof, rubber tires, explosives, inflammables or any industrial wastes, unless cleared through the landfill manager.

City shall follow dumping rules as established by the landfill attendant.

Contractor shall not be responsible for city's employees or equipment when entering the landfill or in the operation within the landfill, or while travelling upon the roads on or in the Gary landfill area.

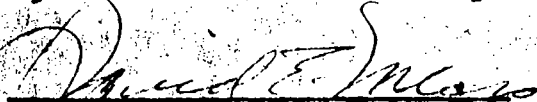
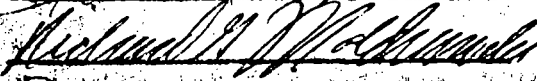
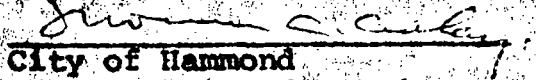
Contractor shall keep all roads and unloading areas readily accessible and shall assist in dumping whenever possible.

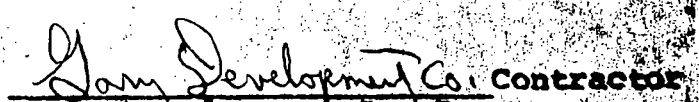
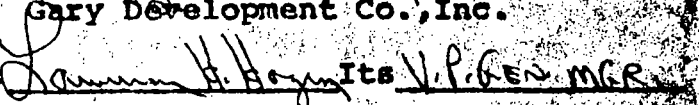
Either party to this agreement shall have the option to cancel said agreement by 30 days written notice delivered or mailed to the other party.

Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, no contractor, material supplier or vendor shall by reason of race, creed, color or sex discriminate against any person who is a citizen of the United States of America who is qualified and available to perform the work to which such employee relates.

Contractor further agrees that no contractor, material supplier or vendor under this contract shall in any manner discriminate against, or intimidate or prevent the employment of any person, or one being hired, prevent, or conspire to prevent any person from the performance of work under this contract on account of race, creed, color or sex.

In witness whereof, city and contractor have signed this agreement on the 29th day of May, 1975.




City of Hammond
by its Board of Public
Works and Safety


Gary Development Co., Inc.
BY:  Its V.P. & MGR

RESOLUTION NO. 2437

RESOLUTION ADOPTING AN EMERGENCY PLAN FOR
REFUSE DISPOSAL IN THE CITY OF HAMMOND.

3. That after a proper appropriation is made, the Hammond Board of Public Works & Safety will advertise for bids on refuse disposal services for the City and will award a bid all according to Indiana law.

DATED THIS 4th DAY OF March, 1975

HAMMOND BOARD OF PUBLIC WORKS & SAFETY

David E. Mears
David E. Mears, President

Richard J. Blastick
Richard Blastick, Vice-President

Thomas C. Conley
Thomas C. Conley, Secretary

RESOLUTION NO. 2437

RESOLUTION ADOPTING AN EMERGENCY PLAN FOR
REFUSE DISPOSAL IN THE CITY OF HAMMOND.

July WHEREAS, the Hammond Board of Public Works & Safety did
on June 16, 1974 receive bids from the Vic Kirsch Construction
Company, the Gary Land Development Company, and CID for refuse
disposal services; and

WHEREAS, the bid of Vic Kirsch Construction Company was
out of order in that the land area proposed for refuse dis-
posal was not properly zoned for this purpose; and

WHEREAS, the bid of CID, was out of order in that CID is
not licensed to do business in the State of Indiana and is
not a duly registered corporation in this state; and

WHEREAS, Indiana statutes provide that contracts cannot
be entered into prior to a duly made appropriation; and

WHEREAS, no funds have been appropriated in 1974 or 1975
to provide for refuse disposal services in the City of Hammond;
and

WHEREAS, the health and livelihood of the citizens of
Hammond are threatened by the absence of refuse disposal services.

NOW, THEREFORE BE IT RESOLVED by the Hammond Board of Public
Works & Safety:

1. That an emergency exists in the City of Hammond whereby
there is an urgent and vital need for immediate refuse disposal
services.

2. That the Hammond Board of Public Works & Safety calls
upon the Hammond City Council to make an appropriation, as soon
as possible, to provide for refuse disposal services for the
City of Hammond.

BID OF

Waste Management
of Illinois Contractor

300 College Drive
Palmer Heights, Ill. Address
60463

FOR

Solid Waste
Disposal
Per. 2437

Filed _____, 19____

Action taken _____

CONTRACTOR'S BID

on Solid Waste Disposal
Insert class of work
Calumet City, Illinois XXXXXX July 16, 1974
To City of Hammond, Lake County, Indiana

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to ~~com-~~
~~plete the~~ dispose of all refuse collected by City of Hammond vehicles or to be collected
Insert class of work
through contract by the City of Hammond.

to be located N. A.
according to the ~~plans~~ and specifications prepared by Thomas C. Conley, City Engineer,
Engineer or Architect
of Hammond now on file in the office of the City
Hammond for the sum of \$0.75 per cu yd for ordinary
State amount in figures and words
waste or \$2.20 per cu yd for classified material \$ -----

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation	\$	----	per cu. yd.
Concrete work (including forms)	\$	----	per cu. yd.
Brick work	\$	----	per M.
<small>(State whether actual brick or mason's measurement)</small>			
	\$	----	

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find ^{bid bond} ~~certified check~~ for \$ 2,500.00, being N.A. % of the maximum bid herein, made payable to City of Hammond, Lake County, Inc.
Name of officer and municipality
The proceeds of which are to remain the absolute property of said City of Hammond
Municipality
if CID Corporation shall not within 90 days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said City of Hammond
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award CID Corporation the contract for said work, that CID Corporation shall within 90 days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Hammond whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

James G. DeBuer
Best Fowler

Subscribed and sworn to before me by James G. DeBuer
this 15th day of July, 1974
My Commission expires Nov. 24, 1975

Betty J. Seceka

Subscribed and sworn to before me by Best Fowler
this 15th day of July, 1974
My Commission expires Nov. 24, 1975

Betty J. Seceka

Subscribed and sworn to before me by _____
this _____ day of _____, 19____
My Commission expires _____

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this.....day of
....., 19.....

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this.....
day of....., 19.....

(Firm name)

Individual names { By

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 15.....day of.....July....., 19 74.

CID Corporation a division of
Waste Management of Illinois, Inc.

James S. DiBaer
Vice-President

Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this.....day of....., 19.....,
subject to the following conditions:.....

(Signed)

Attest.....

2-14-75

Re: Gary Development Co.
P.O. Box 6050
Red Bank, Alaska

#302 in the amt
of \$2500.00 returned
to company.

Gary Development
Laurie H. Hagen

GARY DEVELOPMENT COMPANY, INC.

479 North Cline Avenue
P. O. Box 6056
Gary, Indiana 46406

July 15, 1974

City of Hammond
5925 Calumet Avenue
Hammond, Indiana

RE: Proposal for sanitary landfill owned
by Gary Development Company, Inc.
for use by City of Hammond

Gentlemen:

The Gary Development Company, Inc. respectfully submits the following proposal for its services for the garbage and refuse collection as delivered by the City of Hammond vehicles.

We accept the special provision as written by the City of Hammond, Indiana with the exception of Item 8, termination clause and take over of our property cannot be accepted and therefore we void this paragraph of the special provisions in our proposal. Also, we are submitting the following revised list of additional special provisions for your approval.

Gary Development Company, Inc. will accept the solid waste generated by the City of Hammond, Indiana for the following prices. August 1, 1974 thru August 1, 1975 @ 5.75/ton or \$1.38/C.Y. August 1, 1975 thru August 1, 1976 @ \$6.25/ton or \$1.50/C.Y. Price for additional years to be negotiated. Conversion factor for converting tons to cubic yards will be 480 pounds per cubic yards.

The rules of the landfill shall be as follows:

1. Garbage shall be delivered to the sanitary landfill in packers and other refuse shall be delivered in covered loads.
2. Loads shall not include animal carcasses or parts thereof, explosives, inflammables, or any industrial wastes, unless cleared through the landfill manager.
3. Dumping rules as established by the attendant shall be followed.

City of Hammond

Page 2

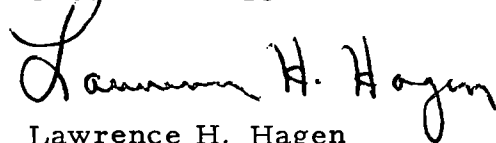
July 15, 1974

4. Receiving tickets must be signed when each load is dumped.
5. Gary Development Company, Inc. shall not be responsible for City employees or equipment when entering the landfill or in the operation within the landfill, nor while traveling upon the roads or in the landfill area.
6. Payment Terms:

Net 30 days. 1 1/2% per month carrying charge on the unpaid balance.

Very truly yours,

GARY DEVELOPMENT COMPANY, INC.



Lawrence H. Hagen

Vice President & General Manager

LHH/aw
Attachment

Accepted By:

Name and Title

Date _____

Gary Development Co., Inc.
479 North Cline Avenue
P.O. Box 6056
Gary, Indiana 46406

DUMPING INFORMATION AND PRICE SCHEDULE
EFFECTIVE AUGUST 1, 1974 THRU AUGUST 1, 1975

Charges for disposing of material at the above Gary Development landfill will be based on the following three categories:

1. OPEN TRUCK MATERIAL - \$1.00 per cubic yard for material on open trucks--providing the material is not compacted or covered by the following two categories. Minimum charge on all open trucks--7 cu. yds. (\$7.00)per load.
2. COMPACTED MATERIAL - \$1.38 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturers rated capacity of the body.) Full load charged on this material at all times (480 lbs. /C.Y.)
3. SPECIAL & DIFFICULT TO HANDLE MATERIAL - \$1.75 per cubic yard for all difficult to handle material such as trees, R. R. ties, tires, bales, auto seats, timbers, large concrete slabs, etc. Included in this category are materials requiring special handling or destroying. Minimum charge for this category will be 10 cu. yds. (\$17.50) per load.

INFLAMMABLE MATERIALS such as magnesium, buffings, etc. will NOT be accepted at any time.

ALL DRIVERS WILL BE REQUIRED TO ABIDE BY ALL SITE REGULATIONS.

Gary Development Co., Inc.
479 North Cline Avenue
P.O. Box 6056
Gary, Indiana 46406

DUMPING INFORMATION AND PRICE SCHEDULE
EFFECTIVE AUGUST 1, 1975 THRU AUGUST 1, 1976

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2. COMPACTED MATERIAL - \$1.50 per cubic yard for all material in load packers, compactor boxes, etc. (Yardage charges will be based on manufacturers rated capacity of the body.) Full load charged on this material at all times. (480 lbs. / C.Y.)
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INFLAMMABLE MATERIALS such as magnesium, buffings, etc. will NOT be accepted at any time.

ALL DRIVERS WILL BE REQUIRED TO ABIDE BY ALL SITE REGULATIONS.

PRICE FOR FUTURE YEARS TO BE NEGOCIATED.

SPECIAL PROVISIONS

1. Special Provisions. The following special provisions are in addition to specifications provided by the Indiana State Board of Health and the Instructions to Bidders.

2. Materials to be Disposed Of. The contractor shall accept all refuse, except as herein provided for, that is generated within the City of Hammond. No liquids, oils or explosives will be delivered. Nothing in these provisions shall prevent or limit the right of the Board of Public Works to license or issue permits to local scavengers or commercial collectors of refuse and the Board shall have full rights to limit, or authorize the use of such license or permits by such local scavengers or commercial collectors of refuse.

The contractor shall also bid for acceptance of classified materials requiring special handling: stumps and logs greater than 18 inches in diameter, 36" in length, woven wire fence, whole car bodies, demolition debris in amounts greater than ten (10) tons, hot water heaters, gasoline tanks, and rigid items, such as refrigerators, washing machines, stoves, and other appliances are to be accepted as classified materials. Any charges for any other materials which the contractor finds difficult to handle must have the advance approval of the Board of Public Works and Safety.

3. Hours of Operation. The sanitary landfill site(s) shall be open for the receipt of solid waste from 7:30 A.M. until 4:30 P.M., local time, Monday

through Friday. The landfill site(s) shall also be accessible to the City on Saturdays from 7:30 A.M. to 1:00 P.M. The sanitary landfill site(s) shall be closed on Sundays and holidays. A qualified employee of the contractor shall be at the site(s) during all operating hours.

4. Disposal Site(s). Any proposed site shall be located so that an access route to accommodate any and all vehicles is available. Any improvements required due to use by the City or their assigned hauler will be the responsibility of the contractor. All internal site roads and improvements will be the responsibility of the contractor.

Within the site the bidder shall provide toilet facilities for public usage, a potable water source for consumption, and a water source for fire protection.

An all weather roadway shall be constructed so that traffic can reach an unloading area during all types of weather without damage to the vehicle.

5. Equipment. The contractor shall provide all equipment including but not limited to tracked equipment with either a bulldozer blade or bucket at the site in case of delivery breakdowns at the site.

6. Method of Operation. A minimum of two (2) unloading spots shall be made available at all times of operation to limit the unloading delay time of delivery vehicles.

7. Inspection. The Solid Waste Disposal Site and Facility shall be open for inspection by any State, County or other governmental official during all operating hours and if requested, after closing, in order to assure compliance with the specifications and the rules and regulations. Any violations will be brought to the contractor's attention in writing. Failure to correct any violation within thirty (30) days after written note will allow the Board of Public Works and Safety to cancel the contract.

8. Guarantees. The Gary Development Company, Inc. will take refuse for as long as the sanitary fill (located at the Grand Calumet River and Cline Avenue in Gary, Indiana) is available (expected life is approximately ten (10) years) and providing the City of Hammond complies with the conditions of this agreement.

Also, the City of Hammond guarantees that all quantities of solid waste generated by the City will be disposed of at the Gary Development landfill for the period of this contract. The estimated amounts are approximately 4,200 tons per month of solid waste and other sources of approximately 1,000 cubic yards per month.

9. Salvage. Salvage of any materials brought to the site(s) may be conducted by the contractor without the written approval of the Board of Public Works and Safety. In no case shall the City assume responsibility for any salvaged materials left in the vicinity of the site, nor shall any salvage operation in any way interfere with the prompt and proper disposal of refuse or create a delay in the unloading of City or assigned vehicles.

10. Dust Control. Dust from access roads on the site shall be controlled by the contractor by periodic wetting, road oiling, or other satisfactory treatment measure.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to The City Of Hammond, Indiana

By Gary Development Co. Inc. X { A Corporation
A Co-partnership
An Individual

Address 479 N. Cline Ave . Gary Indiana

Date submitted July 16, 19 74

Filed _____



Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

Submitted by CANY DEVELOPMENT CO, INC
☒ A Corporation
☐ A Co-partnership
☐ An Individual

 Principal Office at 479 N. CLINE, CANY, INDIANA 46101
 To THE CITY OF HAMMOND, IND.

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 1 YEAR
2. How many years experience in ~~ANY~~ 1 YEAR construction work has your organization had: (a) As a general contractor _____ (b) As a sub-contractor N/A
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
<u>N/A</u>			

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
<u>N/A</u>			

4. Have you ever failed to complete any work awarded to you? NO If so, where and why?
N/A

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? NO If so, state name of individual, other organization and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? NO If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? Rock Road Construction Co,
HIGHWAY CONSTRUCTION

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

CITY OF HAMMOND SPECIFICATION SHEETS

2. Explain your plan or layout for performing the proposed work

SANITARY LANDFILL
ACCORDING TO STATE SPECIFICATIONS

3. The work, if awarded to you, will have the personal supervision of whom?

LAWRENCE HABEN

- *4. Do you intend to do the hauling on the proposed work with your own forces?

N/A

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

N/A

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

- *6. Do you intend to do the grading on the proposed work with your own forces? N/A
If so, give type of equipment to be used.....
- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. N/A
8. Do you intend to sublet any other portions of the work? N/A If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.....
9. From which sub-contractors or agents do you expect to require a bond? N/A
10. What equipment do you own that is available for the proposed work? (Rented from PARENT Co.)

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
2	CATERPILLAR DOZERS	D-8	GOOD	VAR	GARY IND.
1	BUCCYRUS-ERIC 51-B CRANE	51-B	GOOD	15 YRS	GARY IND
1	HOUGH LOADER	H-100	GOOD	6 YRS	GARY IND
1	LINK BELT SPREADER BACKHOE	LS 5000	NEW		GARY IND
	VARIOUS PUMPING & MISC EQUIPT		VAR.	GOOD	GARY IND.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

PRESENT EQUIPMENT IS ADEQUATE

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased?

N/A

13. Do you propose to rent any equipment for this work? and reasons for renting.

NONE

If so, state type, quantity

OTHER THAN PAGE 7

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers.

N/A

Dated at *DES PLAINES ILL* this *15th* day of *JULY*, 19*74*

GARY DEVELOPMENT Co., Inc
(Name of Organisation)

By

Lawrence H. Hagen
VICE PRESIDENT

(Title of Person Signing)

STATE OF *ILL*
COUNTY OF *COOK* } ss:

LAWRENCE HAGEN

being duly sworn, deposes and says that he is

VICE PRESIDENT

of the above *GARY DEVELOPMENT Co., Inc*
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this *15th* day of *JULY*, 19*74*

William C. Maud

Notary Public

My Commission expires

8/75

Contractor's Financial Statement

Submitted by GARY DEVELOPMENT Co., INC. } ☒ A Corporation
with principal office at 479 N. CLINE AVE, GARY, INDIANA } ☐ A Co-partnership
To _____ } ☐ An Individual

Condition at close of business.....November 31.....1933

ASSETS		Dollars					Cts.
1. Cash: (a) On hand \$....., (b) In bank \$....., (c) Elsewhere \$.....				5	1	2	4
2. Notes receivable (a) Due within 90 days..... (b) Due after 90 days..... (c) Past due.....							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment.....							
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate (a) Amount receivable after deducting retainage..... (b) Retainage to date, due upon completion of contracts.....							
5. Accounts receivable from sources other than construction contracts.....							
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days..... (b) Recoverable after 90 days.....							
7. Interest accrued on loans, securities, etc.....							
8. Real estate: (a) Used for business purposes..... (b) Not used for business purposes.....				7	7	7	5
9. Stocks and bonds: (a) Listed—present market value..... (b) Unlisted—present value.....							
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) (b) Other materials (present value).....							
11. Equipment, book value.....							
12. Furniture and fixtures, book value.....							
13. Other assets.....				1	1	6	7
Total assets.....				1	2	9	6
LIABILITIES							
1. Notes payable: (a) To banks regular..... (b) To banks for certified checks..... (c) To others for equipment obligations..... (d) To others exclusive of equipment obligations.....							
2. Accounts payable: (a) Not past due <i>TO PARENT COMPANY</i> (b) Past due <i>TO OTHERS</i>				1	2	1	3
3. Real estate encumbrances.....							
4. Other liabilities.....				2	0	5	9
5. Reserves.....							
6. Capital stock paid up: (a) Common <i>(STOCK ISSUED SUBSEQUENT TO YEAR END—)</i> (b) Common <i>TO YEAR END—</i> (c) Preferred..... (d) Preferred.....							
7. Surplus (net worth).....							
Total liabilities.....				1	2	9	6
CONTINGENT LIABILITIES							
1. Liability on notes receivable, discounted or sold.....							
2. Liability on accounts receivable, pledged, assigned or sold.....							
3. Liability as bondsman.....							
4. Liability as guarantor on contracts or on accounts of others.....							
5. Other contingent liabilities.....							
Total contingent liabilities.....							

DETAILS RELATIVE TO ASSETS

1 (a) on hand..... \$
 Cash (b) deposited in banks named below..... 5124-
 (c) elsewhere—(state where).....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
AMERICAN NATL BANK & TR OF CHGO	CHGO ILL	GRAY DEV CO	5124-
BANK OF INDIANA	GRAY, IND	GRAY DEV CO	

2* *N/A* (a) due within 90 days..... \$
 Notes receivable (b) due after 90 days.....
 (c) past due.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3* *N/A* Accounts receivable from completed contracts exclusive of claims not approved for payment..... \$

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?..... If so, state amount, to whom, and reason.....

4* *N/A* **Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:**
 (a) Amount receivable after deducting retainage..... \$
 (b) Retainage to date due upon completion of contract.....

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?..... If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 * Accounts receivable not from construction contracts N/A \$

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees N/A \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. N/A \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$ 7775
book value { (b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 <u>BUILDING - OFFICE & SHOP</u>	<u>-</u>	<u>-</u>	<u>7775</u>
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 <u>GARY, INDIANA</u>	<u>GARY DEV Co.</u>		<u>-0-</u>
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

9 Stocks and bonds: (a) Listed—present market value.....\$.....
 (b) Unlisted—present value.....\$.....

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10	Materials in stock and not included in Item 4, Assets:		
	(a) For use on uncompleted contracts (present value)	N/A	\$
	(b) Other materials (present value)		\$

[illegible]

11* Equipment at book value SEE P. 7 \$

[illegible]

Are there any liens against the above?..... If so, state total amount..... \$.....

* If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value *N/A* \$

13 Other assets *PREPAID EXPENSES* \$ *116,799*

DESCRIPTION	AMOUNT

TOTAL ASSETS \$

DETAILS RELATIVE TO LIABILITIES

1 *N/A* Notes payable { (a) To banks, regular \$
 (b) To banks for certified checks
 (c) To others for equipment obligations
 (d) To others exclusive of equipment obligations

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 Accounts payable { (a) Not past due \$
 (b) Past due

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
<i>ROCK ROAD CONST CO.</i>	<i>VARIOUS</i>	<i>12/31/74</i>	<i>121,361</i>
<i>VARIOUS VENDORS</i>	<i>VARIOUS</i>	<i>1/1/74</i>	<i>6,278</i>

3 Real estate encumbrances (See Item 8, Assets) \$ *0*

4 Other liabilities *PAYROLL & PAYROLL TAXES* \$ *2059*

DESCRIPTION	AMOUNT

5 Reserves \$ *0*

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS	
\$	\$	\$	\$	\$	\$	\$

6 Capital stock paid up { (a) Common *STOCK ISSUED AFTER YEAR* \$ *1000*
 (b) Preferred *END*

7 Surplus \$

TOTAL LIABILITIES \$

If a corporation answer this:

Amount for which incorporated \$10,000 (AFTER YEAR-END)

Capital paid in cash \$10,000 (AFTER YEAR-END)

When incorporated 1970

In what state INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

WM. NANINI PRESIDENT

LAWRENCE HAGEN VICE PRESIDENT

THOS. MAIRI VICE PRESIDENT

J. LEVERENZ VICE PRESIDENT

P. L. NANNI SECRETARY

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? YES

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Applicant must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Member of firm must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Corporation

STATE OF ILL }
COUNTY OF COOK } ss:

LAWRENCE HAGEN being duly sworn, deposes and says that he is VICE-PRESIDENT of the GARY DEVELOPMENT CO. INC., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

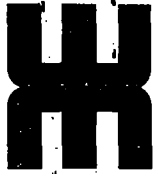
Subscribed and sworn to before me this

(Officer must sign here)

15th day of JULY 1974

Notary Public

10



Waste Management of Illinois, Inc.

P. O. Box 563 • 7300 College Drive • Palos Heights, Illinois 60463
Phone 312/361-4010


July 15, 1974

City Engineer
City of Hammond
Lake County, Indiana

Gentlemen:

Waste Management of Illinois, Inc. has the full and complete support of Waste Management, Inc. Our organizational structure is highly decentralized - because it is necessary that each operating division have the ability to operate with as much independence as possible so that managers can carry out their business affairs without the delay of obtaining seals and signatures from corporate headquarters. The mechanism used to provide this flexibility is the creation of wholly owned subsidiary corporations for nearly all divisions. Division managers are made officers of those corporations so that they can make firm commitments without red tape.

WASTE MANAGEMENT, INC.



James G. DeBoer
Vice President

UNIT	YEAR	MAKE	MODEL	SERIAL NUMBER
<u>BULLDOZERS</u>				
461	1970	CAT	D8	46A22528 CABLE CONTROL
476	1972	CAT	D8	46A28428 HYD. CONTROL
479	1966	CAT	D8	46A14892 CABLE CONTROL
484	1973	CAT	D8	46A29646 HYD. CONTROL
507		CAT	D8H	46A17652 CABLE CONTROL
<u>MOTORIZED SCRAPERS</u>				
472	1972	CAT	627	50K694
111		CAT	627 PP	68M712 Front 69M705 Back
112		CAT	627 PP	68M716 Front 69M713 Back
<u>PULL TYPE SCRAPERS</u>				
452		CAT	80	5414
480		CAT	80	62C1082
508		CAT	463	
<u>COMPACTORS</u>				
463	1970	REX	3-50	HTR 306
465	1970	REX	3-50	HTR 314
471	1971	MICHIGAN	LF280	9AMG 314
474	1972	CAT	826B	58U089
504	1972	CAT	826B	58U108
513	1973	CAT	826B	58U152
<u>CRAWLER LOADER</u>				
454	1970	CAT	955K	85J2496
<u>MOTOR GRADER</u>				
490		CAT	12G	7T1507

UNIT	YEAR	MAKE	MODEL	SERIAL NUMBER
<u>DRAGLINE CRANES</u>				
459	1969	NORTHWEST	190D	25209
505	1973	NORTHWEST	190D	25275
460	1969	ESCO	4HDS	31367
523	1973	ESCO	4HDS	31994
<u>PICK UP TRUCKS</u>				
163	1968	IHC	B110	H826900
174	1972	FORD	F100	F10Y1P86949
524	1973	IHC	1010	IH3HOHOCHB17227 (TRAVEL ALL)
525	1974	FORD	F100	F10YLT2905C (NORM)
526	1974	FORD	F250	F254LT92181 (CLAIR)
<u>WATER PUMPS</u>				
466	1969	CRISSIFOLLI	12"	CP112
467	1968	WISC.	VE4D	4468970
489	1973	MIDLAND	4"	
493	1973	FLYGH	2FG-A	484717
499	1972	CRISSIFOLLI	12"	4469
527	1972	WATER MASTER	3"	
515		BARNES	10" 200CCD	26167
502		CRISSIFOLLI	8"	40838
<u>ADDITIONAL</u>				
152	1946	CHEVY	FRIE TK	DEA210193
154	1959	FORD	MAJOR T	N1544421
168	1970	IHC	2444	04273W
483	1972	WALDON	5000	8 68
486	1972	RIG A LITE	4076-OAG	71398-N

UNIT	YEAR	MAKE	MODEL	SERIAL NUMBER
<u>ADD'T CON'T</u>				
487	1973	MILLER	900-468	HD-661382
491		HENDRICKSEN	B-360-F5	61-5046 (YELLOW TANKER CHASIS)
492		SKID WATER TANK		(ON YELLOW CHASSIS)
494		HENDRICKSEN	B-380-F5	60-4886 RED SEMI TRACTOR)
495		HEIL TANKER		7,000 GALLON
503		CHEVY		POST TRUCK
511	1971	ELGIN	WHIRLWIND	V126
514	1973	JOHN DEERE	JD 350 B	00186517
528		FORD	MAJOR D	W/FRONT END LOADER
534		JOHN DEERE	MODEL R	

THE STATE BOARD OF ACCOUNTS OF INDIANA

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

CID Corporation, A Division of
Submitted by Waste Management of Illinois, Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at P.O. Box 214, Calumet City, IL 60409

To City of Hammond, Lake County, Indiana

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a landfill opr. general contractor under your present business name? 6 Years
2. How many years experience in landfill construction work has your organization had: (a) As a general contractor 6 Years (b) As a sub-contractor --
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
NOT APPLICABLE			

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
NOT APPLICABLE			

4. Have you ever failed to complete any work awarded to you? No If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer?.....

9. For what cities have you performed work and to whom do you refer?.....

Calumet City, Illinois	Mayor Robert Stefanac
Dolton, Illinois	D.P.W. Morey Atrich
Whiting, Indiana	City Engineer
Riverdale, Illinois	D.P. W. Frank Mraz
Burnham, Illinois	Mayor Rundlett

10. For what counties have you performed work and to whom do you refer?.....

DuPage County, Illinois	Charles Johnson
-------------------------	-----------------

11. For what State bureaus or departments have you performed work and to whom do you refer?.....

None

12. Have you ever performed any work for the U. S. Government?.....

If so, when and to whom do you refer?.....

None

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Not Applicable				

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Discussed volumes and rates of refuse collection with the City Engineer of City of Hammond.

2. Explain your plan or layout for performing the proposed work.

1. Issue receipt tickets as trucks enter our landfill.

2. Direct trucks to face of the fill for unloading.

3. Spread and compact waste immediately.

4. Cover with 6 inches of soil at the end of each days work.

3. The work, if awarded to you, will have the personal supervision of whom?

Richard A. Molenhouse, Norman Wietting, Sr., Clare Hoeksema

- *4. Do you intend to do the hauling on the proposed work with your own forces? Not Applicable

If so, give amount and type of equipment to be used.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Not Applicable

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

- *6. Do you intend to do the grading on the proposed work with your own forces? Yes
If so, give type of equipment to be used Cat 816 Compactors, Cat D-8 Dozers,
Cat 627 Scrapers.
- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Not Applicable
8. Do you intend to sublet any other portions of the work? No If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.
9. From which sub-contractors or agents do you expect to require a bond? Not Applicable
10. What equipment do you own that is available for the proposed work?

[illegible]

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	None		

12. How and when will you pay for the equipment to be purchased? Not Applicable

13. Do you propose to rent any equipment for this work? No If so, state type, quantity and reasons for renting

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers Not Applicable

Dated at _____ this _____ day of _____, 19____

Waste Management of Illinois, Inc.

(Name of Organization)

By

James G. DeBoer

James G. DeBoer, Vice-President

(Title of Person Signing)

STATE OF

Illinois

COUNTY OF

Cook

} ss:

James G. DeBoer being duly sworn, deposes and says that he is
Vice President of the above Waste Management of Illinois, Inc.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 15th day of July, 1974.

Betty J. Stroka

Notary Public

My Commission expires Nov. 24, 1975

Contractor's Financial Statement

CID Corporation a division of
Waste Management of Illinois, Inc.

Submitted by

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at P.O. Box 214, Calumet City, Illinois 60409

To City of Hammond, Lake County, Indiana

Condition at close of business

19

ASSETS

1. Cash: (a) On hand \$, (b) In bank \$, (c) Elsewhere \$
2. Notes receivable (a) Due within 90 days
(b) Due after 90 days
(c) Past due
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate
(a) Amount receivable after deducting retainage
(b) Retainage to date, due upon completion of contracts
5. Accounts receivable from sources other than construction contracts
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days
(b) Recoverable after 90 days
7. Interest accrued on loans, securities, etc.
8. Real estate: (a) Used for business purposes
(b) Not used for business purposes
9. Stocks and bonds: (a) Listed—present market value
(b) Unlisted—present value
10. Materials in stock not included in Item 4 (a) For uncompleted contracts

SEE ATTACHED FINANCIAL STATEMENTS OF
WASTE MANAGEMENT, INC.

- (b) Past due
3. Real estate encumbrances
4. Other liabilities
5. Reserves
6. Capital stock paid up: (a) Common
(b) Common
(c) Preferred
(d) Preferred
7. Surplus (net worth)

Total liabilities

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold
2. Liability on accounts receivable, pledged, assigned or sold
3. Liability as bondsman
4. Liability as guarantor on contracts or on accounts of others
5. Other contingent liabilities

Total contingent liabilities

DETAILS RELATIVE TO ASSETS

1	(a) on hand..... \$..... Cash (b) deposited in banks named below..... (c) elsewhere—(state where).....	\$.....	
NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2 *	(a) due within 90 days..... \$..... Notes receivable (b) due after 90 days..... (c) past due.....	\$.....		
RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the

3 * Account

SEE ATTACHED FINANCIAL STATEMENTS OF
WASTE MANAGEMENT, INC.

T
BLE

Have any of the above been assigned, sold, or pledged?..... If so, state amount, to whom, and reason.....

4 *	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:					
	(a) Amount receivable after deducting retainage.....					\$.....
	(b) Retainage to date due upon completion of contract.....					
DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?..... If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5* | Accounts receivable not from construction contracts..... \$.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due..... \$.....

6 | Deposits with bids or otherwise as guarantees..... \$.....

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

\$.....

AMOUNT

SEE ATTACHED FINANCIAL STATEMENTS OF
WASTE MANAGEMENT, INC.

8 | real estate } (a) Used for business purposes..... \$.....
book value } (b) Not used for business purposes.....

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Stocks and bonds: (a) Listed—present market value..... \$.....
(b) Unlisted—present value.....

DESCRIPTION		ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10

Materials in stock and not included in Item 4, Assets:

(a) For use on _____
(b) Other material _____

DESC

SEE ATTACHED FINANCIAL STATEMENTS OF
WASTE MANAGEMENT, INC.

11

Equipment at book value.....\$.....

[illegible]

Are there any liens against the above?..... If so, state total amount..... \$.....

* If two or more items are lumped above, give the sum of their ages.

12	Furniture and fixtures at book value.....	\$.....
13	Other assets.....	\$.....

DETAILS RELATIVE TO LIABILITIES

2	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="flex: 1;">Accounts payable</div> <div style="flex: 1; text-align: right;"> <div style="display: flex; align-items: center;"> { <div style="display: flex; flex-direction: column; align-items: flex-end;"> <div style="margin-bottom: 5px;">(a) No</div> <div>(b) Pa</div> </div> </div> </div> </div>
---	--

TO WHOM: NAME A

SEE ATTACHED FINANCIAL STATEMENTS OF
WASTE MANAGEMENT, INC.

4	Other liabilities	\$
---	-------------------	----

5	Reserves	\$
---	----------	----

7 Surplus _____ \$ _____

18

If a corporation answer this:

Amount for which incorporated.....

Capital paid in cash..... \$.....

When incorporated..... 1968.....

In what state..... Delaware.....

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

James G. DeBoer.....

Richard A. Molenhouse.....

James G. Beck.....

Bert Fowler.....

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?..... Not Applicable.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Illinois }
COUNTY OF Cook } ss:

James B. DeBoer being duly sworn, deposes and says that he is Vice President of the Waste Management of Illinois, Inc., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

15th day of July 1974

Betty J. Lebecka

Notary Public

James B. DeBoer
Waste Management of Illinois, Inc.
(Official must sign here)

BID OF

RED TOP TRUCKING CO., INC., Contractor

7020 CLINE AVENUE

HAMMOND, INDIANA 46323

Address

FOR

PROVIDING PREMISES, ETC FOR THE

DISPOSAL OF SOLID WASTE FOR CITY

OF HAMMOND, INDIANA.

Res. 2437

Filed JULY 16, 1974

Action taken

CONTRACTOR'S BID

providing premises, etc. for the disposal
on of solid waste for City of Hammond
Insert class of work

HAMMOND Indiana, JULY 16, 1974

To THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HAMMOND, INDIANA

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the FURNISHING OF THE PREMISES, FACILITIES, THE HEALTHFUL AND AESTHETIC OPERATION
Insert class of work
FOR THE DISPOSAL OF SOLID WASTE ORIGINATING WITHIN THE CITY OF HAMMOND, INDIANA AND
FOR WHICH THE CITY HAS ACCEPTED RESPONSIBILITY - RESOLUTION #2437

to be located 17TH AND MORSE STREET, GARY, INDIANA

according to the plans and specifications prepared by THOMAS C. CONLEY, CITY ENGINEER
Engineer or Architect

now on file in the office of BOARD OF PUBLIC WORKS

& SAFETY IN CITY OF HAMMOND

for the sum of see below*

State amount in figures and words

\$.

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ per cu. yd.

Concrete work (including forms) \$ per cu. yd.

Brick work \$ per M.

(State whether actual brick or mason's measurement)

\$.

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids", as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1. * THIS BID IS FOR A PERIOD OF TWO YEARS ENDING JULY 16, 1976 AND IS SUBJECT TO ANNUAL APPROPRIATIONS BEING MADE, AND SAID TWO YEAR TERM MAY BE EXTENDED ONE YEAR IN ACCORDANCE WITH PARAGRAPH "4. TERM" OF THE "INSTRUCTIONS TO BIDDERS". THIS BID IS FOR THE FURNISHING OF ALL REQUIRED LAND, SITE IMPROVEMENTS, EQUIPMENT, LABOR AND TOOLS NECESSARY FOR THE ACCEPTANCE, OPERATION AND MAINTENANCE OF SOLID WASTE DISPOSAL SYSTEM TO SERVE THE CITY OF HAMMOND, INDIANA IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE "SPECIFICATIONS" AND "INSTRUCTIONS TO BIDDERS" AND "SPECIAL PROVISIONS" DATED JUNE 25, 1974.

THE PROPOSED SITE EXTENDS FROM MORSE STREET TO COLFAX STREET AND 17TH AVENUE TO 21ST, GARY, INDIANA - WITH ENTRANCES AT MORSE STREET AND 17TH AVENUE.

PURSUANT TO PARAGRAPH #5 "SCOPE OF WORK" THIS BID IS EXPRESSLY CONDITIONED UPON THE BIDDER SECURING THE NECESSARY APPROVALS FROM ALL GOVERNMENTAL AGENCIES INVOLVED INCLUDING THE CITY OF GARY AND ITS VARIOUS COMMISSIONS AND BOARDS AND COUNCILS.

WE WILL ACCEPT FROM THE CITY OF HAMMOND SOLID WASTE AT THE SITE IN CITY OF OTHER DESIGNATED PACKER TRUCKS FOR \$1.25 PER CUBIC YARD. YARDAGE IS TO BE DETERMINED BY MANUFACTURER'S RECOMMENDED CAPACITY OF VEHICLE TRUCK MEASUREMENTS.

WE WILL ACCEPT FOR DISPOSAL CLASSIFIED MATERIALS REQUIRING SPECIAL HANDLING SUCH AS STUMPS, AND LOGS NOT GREATER THAN 18 INCHES IN DIAMETER AND 3 FEET IN LENGTH AS TWO TIMES THE BASE YARDAGE RATE. WE WILL ACCEPT FOR DISPOSAL CLASSIFIED MATERIALS SUCH AS WOVEN WIRE FENCE, WHOLE CAR BODIES, TIRES, DEMOLITION DEBRIS IN AMOUNTS GREATER THAN (10) TONS, HOT WATER HEATERS, GASOLINE TANKS AND RIGID ITEMS AND WHITE GOODS AT THREE TIMES THE BASE YARDAGE RATE.

THE ABOVE BASE YARDAGE QUOTED PRICES FOR THE SECOND YEAR OF THE CONTRACT SHALL BE INCREASED BY ANY INCREASES IN THE COST OF LABOR AND EQUIPMENT IN THAT YEAR.

THE DISPOSAL OF DRUGS, IF NECESSARY, WOULD BE DETERMINED BY A TIME AND MATERIAL PRICE TO BE DETERMINED BY AGREEMENT AT THE TIME SUCH DISPOSAL IS CONTEMPLATED

THE TRAVELERS

Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, **TEN(10)DAYS** written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

City of Hammond
5925 Calumet Avenue
Hammond, Indiana

2. Name and address of insured

Red Top Trucking Co., Inc. (1)
Vic Kirsch Construction Co. Inc. (2)
7020 Cline Avenue
Hammond, Indiana

3. Location of operations to which this certificate applies

Indiana, Illinois, Michigan

4. Coverages For Which Insurance is Afforded
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof

Limits of Liability

Compensation—Statutory

\$100,000 E. L. Limit

Policy Number

T-UB-104T615-4-74

Policy Period**

6-1-74/75

Bodily Injury Liability—except automobile

\$,000 each person
\$ 500 ,000 each occurrence
\$ 500 ,000 aggregate†
†Completed Operations and Products only

In cluding Protective

T-KSLG-104T616-6-74

6-1-74/75

Property Damage Liability—except automobile

\$ 100 ,000 each occurrence
\$ 300 ,000 aggregate

In cluding Protective

T-NSA-104T617-8-74(1)

6-1-74/75

Bodily Injury Liability—automobile

\$ 100 ,000 each person
\$,000 each accident
\$ 300 ,000 each occurrence

T-NSA-104T618-A-74(2)

6-1-74/75

Property Damage Liability—automobile

\$,000 each accident
\$ 100 ,000 each occurrence

Liability (Bodily Injury and Property Damage)

\$,000 each occurrence
\$,000 aggregate

Catastrophe or Excess

\$ 2,000 ,000 each occurrence
\$ 2,000 ,000 each aggregate
\$ 25 ,000 deductible amt.

T-CUP-114T951-2-74

6-1-74/75

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 ~~PM~~ ^{NOON}, standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

ALL OPERATIONS NECESSARY FOR THE INSURED'S OPERATIONS INCLUDING
BLANKET CONTRACUTAL.
ALL OWNED, NON-OWNED AND HIRED AUTOMOBILES.

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer **DON POWERS AGENCY, INC.**
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office **Munster, Indiana** Date **7-11-74**

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By *[Signature]*
Secretary, Casualty-Property Department

By *[Signature]*
Secretary, Casualty-Property Department

THE TRAVELERS

Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, **TEN(10)DAYS** written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

City of Hammond
5925 Calumet Avenue
Hammond, Indiana

2. Name and address of insured

Red Top Trucking Co., Inc. (1)
Vic Kirsch Construction Co. Inc. (2)
7020 Cline Avenue
Hammond, Indiana

3. Location of operations to which this certificate applies

Indiana, Illinois, Michigan

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory \$100,000 E. L. Limit	T-UB-104T615-4-74	6-1-74/75
Bodily Injury Liability —except automobile <u>In</u> cluding Protective	* \$,000 each person \$ 500 ,000 each occurrence \$ 500 ,000 aggregate† †Completed Operations and Products only	T-KSLG-104T616-6-74	6-1-74/75
Property Damage Liability —except automobile <u>In</u> cluding Protective	* \$ 100 ,000 each occurrence \$ 300 ,000 aggregate	T-NSA-104T617-8-74(1) T-NSA-104T618-A-74(2)	6-1-74/75 6-1-74/75
Bodily Injury Liability —automobile	* \$ 100 ,000 each person \$,000 each accident \$ 300 ,000 each occurrence		
Property Damage Liability —automobile	* \$,000 each accident \$ 100 ,000 each occurrence		
Liability (Bodily Injury and Property Damage)	* \$,000 each occurrence \$,000 aggregate		
Catastrophe or Excess	* \$ 2,000 ,000 each occurrence \$ 2,000 ,000 each aggregate \$ 25 ,000 deductible amt.	T-CUP-114T951-2-74	6-1-74/75

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 ~~PM~~ ^{NOON} standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

**ALL OPERATIONS NECESSARY FOR THE INSURED'S OPERATIONS INCLUDING BLANKET CONTRACTUAL.
ALL OWNED, NON-OWNED AND HIRED AUTOMOBILES.**

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: **DON POWERS AGENCY, INC.**
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office: **Munster, Indiana** Date: **7-11-74**
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By Ant. Pierson
Secretary, Casualty-Property Department

By R. L. Kammann
Secretary, Casualty-Property Department

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER 31-0120

KNOW ALL MEN BY THESE PRESENTS:

THAT RED TOP TRUCKING COMPANY, INCORPORATED
7020 Cline Avenue of Hammond, Indiana 46323
as Principal, and UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto the BOARD OF PUBLIC WORKS
AND SAFETY, CITY OF HAMMOND, HAMMOND, INDIANA
as Oblige, in the full and just sum of TWENTY-FIVE HUNDRED AND NO/100 (\$2500.00)-----
Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for landfill project.

Resolution #2437

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between
the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered July 16th, 1974
(Date)

RED TOP TRUCKING COMPANY, INCORPORATED (SEAL)

Eva Kirsch

By: Victor Kirsch (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: Fred K. Rosecrans

Fred K. Rosecrans,

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 84365

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Howard J. Gescheidler, Jr., R. J. Gescheidler, William E. Gescheidler, Anthony D. Baker, Steve J. Svetic, Fred K. Rosecrans, Clyde E. Rector and Robert F. Lukes** of the City of **Hammond**, State of **Indiana** its true and lawful attorney ~~s in and for the State of~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ **anyone of the said Howard J. Gescheidler, Jr. and the said R. J. Gescheidler and the said William E. Gescheidler and the said Anthony D. Baker and the said Steve J. Svetic and the said Fred K. Rosecrans and the said Clyde E. Rector and the said Robert F. Lukes**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **14th** day of **December**, A. D. 1973

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **Charles B. Watson**
By.....
Vice-President.

(SEAL)

(Signed) **W. G. Hilyard**
.....
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **14th** day of **December**, A. D. 19 **73** before me personally came **Charles B. Watson**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **W. G. Hilyard**, Assistant Secretary of said Company, with both of

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF INDIANA
COUNTY OR CITY OF LAKE } ss:

Before me, a Notary Public, personally came FRED K. ROSECRANS known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 16th day of JULY, 1974.

Helen Gachon

Notary Public.

My Commission expires April 7, 1977

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

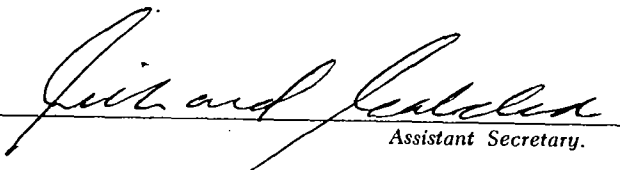
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Howard J. Gescheidler, Jr., R. J. Gescheidler, William E. Gescheidler, Anthony D. Baker, Steve J. Svetic, Fred K. Rosecrans, Clyde E. Rector and Robert F. Lukes

of **Hammond, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **July 16th, 1974.**
(Date)


Assistant Secretary.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to BOARD OF PUBLIC WORKS AND SAFETY, CITY OF HAMMOND, INDIANA

By RED TOP TRUCKING COMPANY, INCORPORATED { A Corporation
A Co-partnership
An Individual

Address 7020 CLINE AVENUE

HAMMOND, INDIANA

Date submitted....., 19.....

Filed.....

.....
.....
.....
.....
.....

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

Submitted by.....RED TOP TRUCKING COMPANY, INCORPORATED.....

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at.....2020 CLINE AVENUE, HAMMOND, INDIANA.....

To.....BOARD OF PUBLIC WORKS AND SAFETY, HAMMOND, INDIANA.....

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name?.....38.....
2. How many years experience in.....38.....construction work has your organization had: (a) As a general contractor.....38.....(b) As a sub-contractor.....
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
100,000.00	Stone	1972	LAKE COUNTY, INDIANA
375,000.00	Streets, Sewers	1972	CITY OF HAMMOND, INDIANA
300,000.00	EQUIP. RENTAL	1971	INLAND STEEL, EAST CHICAGO, INDIANA
250,000.00	EQUIP. RENTAL	1973	INLAND STEEL, EAST CHICAGO, INDIANA

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
200,000.00	EQUIP. RENTAL	1974	INLAND STEEL, EAST CHICAGO, INDIANA
100,000.00	STONE	1974	LAKE COUNTY, INDIANA

4. Have you ever failed to complete any work awarded to you?.....NO.....If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?.....NO.....If so, state name of individual, other organization and reason therefor.....

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?.....NO.....If so, state name of individual, name of owner and reason therefor.....

7. In what other lines of business are you financially interested?.....VIC KIRSCH CONSTRUCTION, HAMMOND, INDIANA.....

8. For what corporations or individuals have you performed work, and to whom do you refer?.....

INLAND STEEL	ED. EASTER
J. C. O'CONNOR	A. D. BLACKBURN
RAYMOND CONCRETE	JOHN WILLIAMS
ARTHUR MCKEE	IRA NATHAN

9. For what cities have you performed work and to whom do you refer?.....

HAMMOND	WM. BECKER
MUNSTER	JOHN BUNNELL
HIGHLAND	DAVE MORROW
GARY	MAYOR HATCHER
EAST CHICAGO	MAYOR PASTRICK

10. For what counties have you performed work and to whom do you refer?.....

LAKE COUNTY	WALTER HASHAN
-------------	---------------

11. For what State bureaus or departments have you performed work and to whom do you refer?.....

INDIANA	C. SWEENEY
	WM. PASKE
	CHAS. MITCHELL

12. Have you ever performed any work for the U. S. Government?..... NO

If so, when and to whom do you refer?.....

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
VICTOR KIRSCH	PRESIDENT m	38	SUPERVISOR, GENERAL	SUPERVISOR
CHARLES KIRSCH	SUPT.	32	SEWERS, ERECTIONS, ETC.	SUPT.
ROBERT KINCAID	CHIEF ENGINEER	25	STREETS, CURBS, GRADING	SUPT.
WM. VAN ALLEN	ENGINEER	19	STREETS, CURBS, GRADING	SUPT.
GREG GRIMMER	ENGINEER	10	STREETS, CURBS, GRADING	SUPT.
JOHN KIRSCH	ASST. GEN. MGR	28	ASST. SUPERVISOR	ADVISOR
WAYNE PAULSON	ASST. TO PRES.	6	GENERAL COMPANY MGR	ADVISOR

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

STUDIED SPECIFICATIONS AND VISITED SITE TO COORDINATE JOB REQUIREMENTS

2. Explain your plan or layout for performing the proposed work

CHECK WITH OWNERS OR REPRESENTATIVES

PROCEED WITH SUPERVISION IN A WORKMANLIKE MANNER

ORDER MANPOWER AND/OR MACHINES NEEDED

3. The work, if awarded to you, will have the personal supervision of whom?

JOHN KIRSCH AND WAYNE PAULSON

- *4. Do you intend to do the hauling on the proposed work with your own forces? YES

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? NONE

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased?.....

13. Do you propose to rent any equipment for this work?..... NO..... If so, state type, quantity and reasons for renting.....

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers.....

Dated at HAMMOND, INDIANA this 16th day of JULY, 19 74

RED TOP TRUCKING CO., INCORPORATED

(Name of Organisation)

By

VICTOR KIRSCH, PRESIDENT

(Title of Person Signing)

STATE OF INDIANA }
COUNTY OF LAKE } ss:

VICTOR KIRSCH

being duly sworn, deposes and says that he is

PRESIDENT

of the above RED TOP TRUCKING COMPANY, INCORPORATED

(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 16th day of JULY, 1974

NOTARY PUBLIC STATE OF INDIANA

MY COMMISSION EXPIRES APR. 19, 1977

My Commission expires ISSUED THROUGH INDIANA NOTARY ASSOC.

Notary Public

Contractor's Financial Statement

Submitted by RED TOP TRUCKING COMPANY, INCORPORATED

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 7020 CLINE AVENUE, HAMMOND, INDIANA

To BOARD OF PUBLIC WORKS AND SAFETY, CITY OF HAMMOND, INDIANA

Condition at close of business

MARCH 30

1974

ASSETS			Dollars						Cts.
1. Cash: (a) On hand \$....., (b) In bank \$....., (c) Elsewhere \$.....			2	9	2	3	4	9	18
2. Notes receivable (a) Due within 90 days..... (b) Due after 90 days..... (c) Past due.....									
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment.....									
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate..... (a) Amount receivable after deducting retainage..... (b) Retainage to date, due upon completion of contracts.....									
5. Accounts receivable from sources other than construction contracts.....			4	4	2	6	7	5	13
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days..... (b) Recoverable after 90 days.....									
7. Interest accrued on loans, securities, etc.....									
8. Real estate: (a) Used for business purposes..... (b) Not used for business purposes.....				7	4	6	0	3	95
9. Stocks and bonds: (a) Listed—present market value..... (b) Unlisted—present value.....					3	0	8	7	50
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)..... (b) Other materials (present value).....				5	1	5	7	7	27
11. Equipment, book value.....			4	2	4	6	0	3	00
12. Furniture and fixtures, book value.....				7	1	6	5		00
13. Other assets.....				8	3	6	1	8	79
Total assets.....			1	3	7	9	6	7	9 82
LIABILITIES									
1. Notes payable: (a) To banks regular..... (b) To banks for certified checks..... (c) To others for equipment obligations..... (d) To others exclusive of equipment obligations.....				3	2	9	3	5	8 04
2. Accounts payable: (a) Not past due..... (b) Past due.....									
3. Real estate encumbrances.....									
4. Other liabilities.....									
5. Reserves.....			1	3	5	0	3	5	20
6. Capital stock paid up: (a) Common..... (b) Common..... (c) Preferred..... (d) Preferred.....					8	4	0	0	00
7. Surplus (net worth).....				9	0	5	8	8	6 58
Total liabilities.....			1	3	7	9	6	7	9 82
CONTINGENT LIABILITIES									
1. Liability on notes receivable, discounted or sold.....									
2. Liability on accounts receivable, pledged, assigned or sold.....									
3. Liability as bondsman.....									
4. Liability as guarantor on contracts or on accounts of others.....									
5. Other contingent liabilities.....									
Total contingent liabilities.....									

DETAILS RELATIVE TO ASSETS

1 (a) on hand.....\$
 Cash (b) deposited in banks named below.....292,349.18
 (c) elsewhere—(state where).....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
GARY NATIONAL BANK	GARY, INDIANA	RED TOP TRUCKING CO.	100,417.04
MERCANTILE NATL BANK	HAMMOND, INDIANA	RED TOP TRUCKING CO.	56,632.84
SO. HOLLAND TRUST & SAVINGS BANK-SO. HOLLAND, ILL.		RED TOP TRUCKING CO.	135,299.31

2* (a) due within 90 days.....\$
 Notes receivable (b) due after 90 days.....
 (c) past due.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?.....If so, state amount, to whom, and reason.....

3* Accounts receivable from completed contracts exclusive of claims not approved for payment.....\$

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged?.....If so, state amount, to whom, and reason.....

4* Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage.....\$
 (b) Retainage to date due upon completion of contract.....

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged?.....If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 * Accounts receivable not from construction contracts \$ 442,675.13

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$
book value { (b) Not used for business purposes 74,603.95

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1			
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value..... \$ 7,165.00

13 Other assets.....LEASEHOLD IMPROVEMENT - PREPAID LICENSES, TAXES, ETC..... \$ 83,618.79

DESCRIPTION	AMOUNT

TOTAL ASSETS : 1,379,679.82

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular..... \$ 329,358.04
(b) To banks for certified checks.....
(c) To others for equipment obligations.....
(d) To others exclusive of equipment obligations.....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
MERCANTILE NATIONAL BANK	EQUIPMENT		288,350.00
SOUTH HOLLAND TRUST AND SAVINGS BANK	EQUIPMENT		41,008.04

2 Accounts payable { (a) Not past due..... \$
(b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3 Real estate encumbrances (See Item 8, Assets)..... \$

4 Other liabilities..... \$

DESCRIPTION	AMOUNT

5 Reserves..... \$ 135,035.20

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6 Capital stock paid up { (a) Common..... \$ 8400.00
(b) Preferred.....

7 Surplus..... \$ 906,886.58

TOTAL LIABILITIES : 1,379,679.82

If a corporation answer this:

Amount for which incorporated.....\$10,000.00

Capital paid in cash.....\$ 1,000.00

When incorporated.....April, 1936

In what state.....INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

VICTOR KIRSCH, PRESIDENT

CHARLES KIRSCH, TREAS. & VICE PRESIDENT

EVA KIRSCH, SECRETARY

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?.....

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA }
COUNTY OF LAKE } ss:

VICTOR KIRSCH being duly sworn, deposes and says that he is PRESIDENT of the RED TOP TRUCKING COMPANY, INCORPORATED, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

16th day of JULY 1974

Victor Kirsch
(Officer must sign here)

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES APR. 19, 1977
ISSUED THROUGH INDIANA NOTARY ASSOC.

Notary Public

CITY OF HAMMOND
(Governmental Unit)

To HAMMOND PUBLISHERS, INC. Dr.

Lake County, Indiana 117 Fayette St., Hammond, Indiana 46325

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines.

67

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice

67

COMPUTATION OF CHARGES

67 lines, columns wide equals equivalent lines at 219 cents per line.

\$ 16.68

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 16.68

DATA FOR COMPUTING COST

Width of single column 9 1/2 ems

Size of type 5 1/2 point

Number of insertions 2

Size of quad upon which type is cast 11 1/4

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: July 11, 1974

Title Classified Supervisor

PUBLISHER'S AFFIDAVIT

State of Indiana Lake County) ss

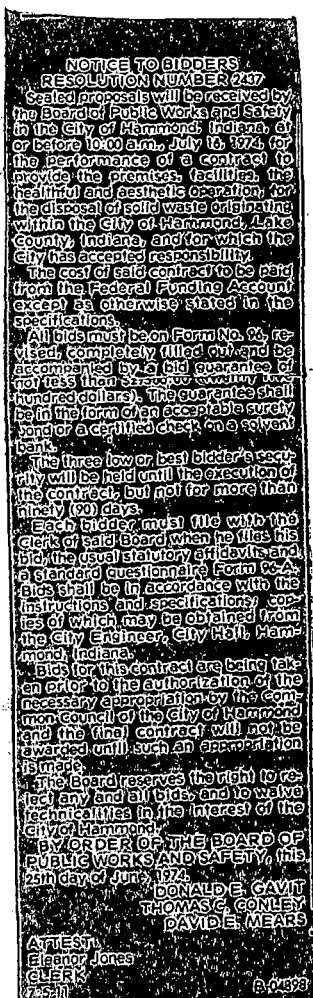
Personally appeared before me, a notary public in and for said county and state, the undersigned JUDY E. PLUMMER who, being duly sworn, says that she is the Classified Supervisor of the TIMES a daily newspaper of general circulation printed and published in the English language in the (city) (town) of Hammond in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 times, the dates of publication being as follows:

July 5, and 11, 1974

Subscribed and sworn to before me this 11th day of July, 1974

Notary Public

My commission expires 5/27/76



Claim No. _____ Warrant No. _____

IN FAVOR OF

HARMON PUBLISHING, INC.

117 Fayette St., Hammond, Indiana

\$ 16.68

On Account Of Appropriation For

Appropriation No. _____

Allowed _____, 19____

In the sum of \$ _____

I certify that the within claim is true and correct; that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

19____

I have examined the within claim and hereby certify as follows:
That it is in proper form.
That it is duly authenticated as required by law.
That it is based upon statutory authority.
That it is apparently (correct) (incorrect)

LEGAL ADVERTISING
TABLE SHOWING PRICE PER LINE AND PER INSERTION
(As Set by Chapter 89, Acts of 1967)

SIZE OF TYPE	10½ Em Column (126 Points)				11 Em Column (132 Points)				11½ Em Column (138 Points)			
	Number of Insertions				Number of Insertions				Number of Insertions			
	1	2	3	4	1	2	3	4	1	2	3	4
5½	.183	.274	.366	.457	.192	.288	.384	.480	.20	.30	.40	.50
6	.168	.252	.336	.42	.176	.264	.352	.440	.184	.276	.368	.460
7	.144	.216	.288	.360	.151	.227	.302	.378	.158	.237	.316	.395
7½	.134	.201	.268	.335	.14	.21	.28	.35	.148	.222	.296	.37
8	.126	.189	.252	.315	.132	.198	.264	.33	.138	.207	.276	.345
9	.112	.168	.224	.28	.117	.176	.234	.293	.122	.183	.244	.305
10	.10	.15	.20	.25	.106	.159	.212	.265	.11	.165	.22	.275
12	.084	.126	.168	.21	.088	.132	.176	.22	.092	.138	.184	.23
SIZE OF TYPE	12 Em Column (144 Points)				12½ Em Column (150 Points)				13 Em Column (156 Points)			
	Number of Insertions				Number of Insertions				Number of Insertions			
	1	2	3	4	1	2	3	4	1	2	3	4
5½	.210	.315	.42	.525	.22	.33	.44	.55	.227	.340	.454	.567
6	.192	.288	.384	.48	.20	.30	.40	.50	.208	.312	.416	.520
7	.164	.246	.328	.412	.172	.258	.344	.43	.178	.267	.356	.445
7½	.154	.231	.308	.385	.16	.24	.320	.40	.166	.249	.332	.416
8	.144	.216	.288	.36	.15	.225	.30	.375	.156	.234	.312	.39
9	.128	.192	.256	.32	.134	.201	.268	.335	.139	.209	.278	.348
10	.116	.174	.232	.29	.12	.18	.24	.30	.125	.188	.25	.313
12	.096	.144	.192	.24	.10	.15	.20	.25	.104	.156	.208	.26

NOTE: Above table is based on a square of 250 ems.

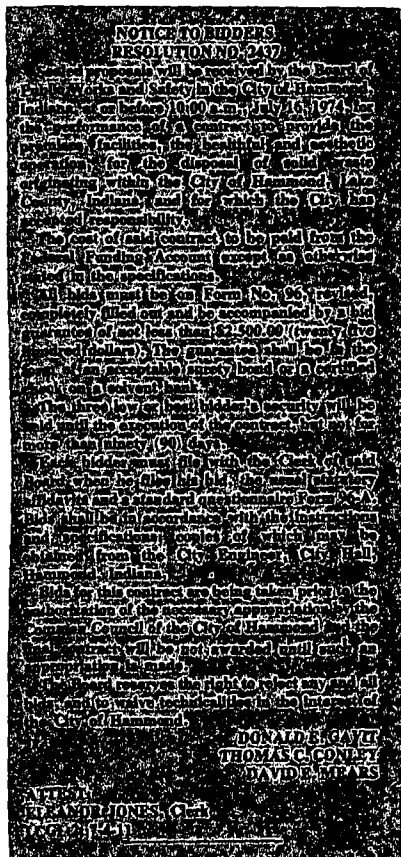
2. 1. 2.

PROOF OF PUBLICATION

State of Indiana, } ss:
County of Lake, }

Printer's Fee _____

Before me, a Notary Public, in and for the County of Lake, and State of Indiana, personally appeared CAROLINE CASICH, who being duly sworn upon her oath, deposes and says that she is the PUBLISHER of the LAKE COUNTY GLOBE LEDGER, a public weekly newspaper of general circulation in Lake County, State of Indiana, printed in the English language and published in the city of HAMMOND, township of North, all in Lake County, State of Indiana, and that said LAKE COUNTY GLOBE LEDGER has been published continuously in said county and state for more than five years; that the Notice of Publication, a true copy of which is hereto annexed, was duly published



in said newspaper for Two weeks (insertions), successively, which publications were made as follows:

First Publication on the 4 day of July, 1974.

Second Publication on the 11 day of July, 1974.

Third Publication on the _____ day of _____, 197____.

Fourth Publication on the _____ day of _____, 197____.

And that all of said publications were made in full compliance with the law.

Caroline Casich

Subscribed and sworn before me this 22nd day of July, 1974.

Barbara Lertich

Notary Public

My Commission Expires Sept. 17, 1974

Hammond Board of Public Works & Safety

Lake County Globe Ledger

(Governmental Unit)

To

Dr.

Lake

County, Indiana

P.O. Box 4126, Hammond, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice

2

36

5

43

COMPUTATION OF CHARGES

43

1

lines, columns wide equals equivalent

lines at 264 cents per line

\$ 11.35

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication
(50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 11.35

DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 6 point

Number of insertions 2

Size of quad upon which type is cast 6

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: July 22, 1974

Title: Publisher

PUBLISHER'S AFFIDAVIT

State of Indiana)
Lake County) ss

Personally appeared before me, a notary public in and for said county and state, the undersigned Caroline Casich who,

being duly sworn, says that she is Publisher of the Lake County Globe Ledger a weekly

newspaper of general circulation printed and published in the English language in the (city) (town) of Hammond in state and county

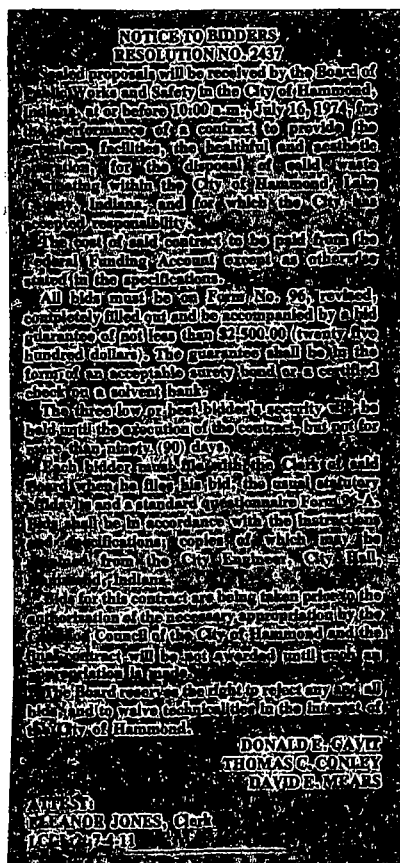
aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 times, the dates of publication being as follows:

July 4, 1974 and July 11, 1974

Subscribed and sworn to before me this 22nd day of July, 1974.

Notary Public

My commission expires Sept. 17, 1974



Claim No.----- Warrant No.-----

IN FAVOR OF

Lake County Sheriff
Seeger

\$ 11.35

On Account Of Appropriation For

Appropriation No.-----

Allowed -----, 19--

In the sum of \$-----

I have examined the within claim and hereby
certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct)
(incorrect)

I certify that the within claim is true and correct; that the services
therein itemized and for which charge is made were ordered by me and
were necessary to the public business.

....., 19.....

LEGAL ADVERTISING
TABLE SHOWING PRICE PER LINE AND PER INSERTION
(As Set by Chapter 89, Acts of 1967)

SIZE OF TYPE	10 1/2 Em Column (126 Points)				11 Em Column (132 Points)				11 1/2 Em Column (138 Points)			
	Number of Insertions				Number of Insertions				Number of Insertions			
	1	2	3	4	1	2	3	4	1	2	3	4
5 1/2	.183	.274	.366	.457	.192	.288	.384	.480	.20	.30	.40	.50
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7	.144	.216	.288	.360	.151	.227	.302	.378	.158	.237	.316	.395
7 1/2	.134	.201	.268	.335	.14	.21	.28	.35	.148	.222	.296	.37
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9	.112	.168	.224	.28	.117	.176	.234	.293	.122	.183	.244	.305
10	.10	.15	.20	.25	.106	.159	.212	.265	.11	.165	.22	.275
12	.084	.126	.168	.21	.088	.132	.176	.22	.092	.138	.184	.23
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NOTE: Above table is based on a square of 250 ems.

CITY OF HAMMOND

(Governmental Unit)

To HAMMOND PUBLISHERS, INC. Dr.

Lake County, Indiana

417 Fayette St., Hammond, Indiana 46325

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines.

67

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice

67

COMPUTATION OF CHARGES

67 lines, columns wide equals equivalent lines at 219 cents per line.

\$ 16.68

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 16.68

DATA FOR COMPUTING COST

Width of single column 9½ ems

Size of type 5½ point

Number of insertions 2

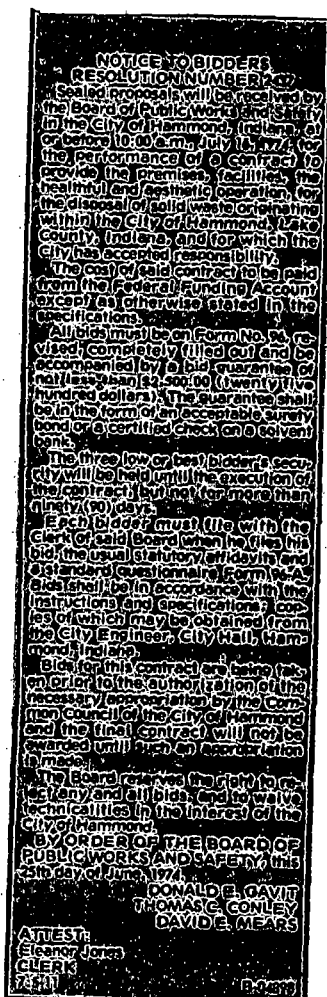
Size of quad upon which type is cast 114

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: July 11, 1974

Title Classified Supervisor



PUBLISHER'S AFFIDAVIT

State of Indiana)
Lake County) ss

Personally appeared before me, a notary public in and for said county and state, the undersigned JUDY E. PLUMMER who, being duly sworn, says that she is the Classified Supervisor of the TIMES a daily newspaper of general circulation printed and published in the English language in the (city) (town) of Hammond in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time.s., the dates of publication being as follows:

July 5, and 11, 1974

Subscribed and sworn to before me this 11th day of July, 1974

Notary Public

My commission expires 5/27/76

7

Claim No. Warrant No.

IN FAVOR OF

HAMMOND PUBLISHERS, INC.

417 Fayette St., Hammond, Indiana

\$ 16.68

On Account Of Appropriation For

Appropriation No.

Allowed 19

In the sum of \$

I have examined the within claim and hereby certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct) (incorrect)

I certify that the within claim is true and correct; that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

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12	.096	.144	.192	.24	.10	.15	.20	.25	.104	.156	.208	.26

NOTE: Above table is based on a square of 250 ems.

RESOLUTION NO. 2437

RESOLUTION ADOPTING AN EMERGENCY PLAN FOR
REFUSE DISPOSAL IN THE CITY OF HAMMOND.

July WHEREAS, the Hammond Board of Public Works & Safety did
on June 16, 1974 receive bids from the Vic Kirsch Construction
Company, the Gary Land Development Company, and CID for refuse
disposal services; and

WHEREAS, the bid of Vic Kirsch Construction Company was
out of order in that the land area proposed for refuse dis-
posal was not properly zoned for this purpose; and

WHEREAS, the bid of CID, was out of order in that CID is
not licensed to do business in the State of Indiana and is
not a duly registered corporation in this state; and

WHEREAS, Indiana statutes provide that contracts cannot
be entered into prior to a duly made appropriation; and

WHEREAS, no funds have been appropriated in 1974 or 1975
to provide for refuse disposal services in the City of Hammond;
and

WHEREAS, the health and livelihood of the citizens of
Hammond are threatened by the absence of refuse disposal services.

NOW, THEREFORE BE IT RESOLVED by the Hammond Board of Public
Works & Safety:

1. That an emergency exists in the City of Hammond whereby
there is an urgent and vital need for immediate refuse disposal
services.

2. That the Hammond Board of Public Works & Safety calls
upon the Hammond City Council to make an appropriation, as soon
as possible, to provide for refuse disposal services for the
City of Hammond.

RESOLUTION NO. 2437

RESOLUTION ADOPTING AN EMERGENCY PLAN FOR
REFUSE DISPOSAL IN THE CITY OF HAMMOND.

3. That after a proper appropriation is made, the Hammond Board of Public Works & Safety will advertise for bids on refuse disposal services for the City and will award a bid all according to Indiana law.

DATED THIS 4th DAY OF March, 1975

HAMMOND BOARD OF PUBLIC WORKS & SAFETY

David E. Mears
David E. Mears, President

Richard J. Blastick
Richard Blastick, Vice-President

Thomas C. Conley
Thomas C. Conley, Secretary



(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19_____

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19_____

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ 16th day of _____ JULY _____, 19 74

RED TOP TRUCKING COMPANY, INC., an Indiana corporation

(Seal)

Victor A. Kirsch
VICTOR A. KIRSCH President
Eva Kirsch
EVA KIRSCH Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19_____, subject to the following conditions: _____

(Signed) _____

Attest _____

Note: Bidders for work for all municipalities, except counties, use this form.

SURETY BOND

Enclosed herewith find ~~certified check~~ for \$ 2,500.00, being / the bid guarantee % of the maximum bid

herein, made payable to THE BOARD OF PUBLIC WORKS & SAFETY, CITY OF HAMMOND, INDIANA
Name of officer and municipality

The proceeds of which are to remain the absolute property of said CITY OF HAMMOND
Municipality

if RED TOP TRUCKING CO., INC., Bidder shall not within days after notice of acceptance

of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said CITY OF HAMMOND
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award the contract for said work, that

shall within days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and RED TOP TRUCKING COMPANY, INC., agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agree-

CITY OF HAMMOND

ment with any other bidder, or with any public officer of such whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

VICTOR A. KIRSCH, PRESIDENT

EVA KIRSCH, SECRETARY

Subscribed and sworn to before me by VICTOR A. KIRSCH

this 16th day of JULY, 19 74

My Commission expires

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES APR. 19, 1977
ISSUED THROUGH INDIANA NOTARY ASSOC.

Subscribed and sworn to before me by EVA KIRSCH

this 15th day of JULY, 19 74

My Commission expires

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES APR. 19, 1977
ISSUED THROUGH INDIANA NOTARY ASSOC.

Subscribed and sworn to before me by

this day of, 19

My Commission expires

Summary
SPC 18 Operating Permits

Res. No. 248
Solid Waste
Disposal

The following operating permits have been issued by the
Technical Secretary:

Huntingburg Landfill - Dubois County
Fulton County Landfill - Fulton County
Harrico Landfill - Harrison County
Orange County Landfill - Orange County
Union County Landfill - Union County
Schlichter Landfill - Wells County
Custer Landfill - Kosciusko County
White Excavation Solid Fill Site - Vermillion County
Wabash Valley Reclamation Center Landfill - Wabash County
Munster Landfill - Lake County
Spidel Landfill - LaGrange County
Lakeland Disposal Landfill - Kosciusko County
Scott Landfill - Kosciusko County
Clark-Floyd Landfill - Clark County
Brown County Landfill - Brown County
Pine Township Landfill - Porter County
Warrick Landfill - Hendricks County
Crawford County Landfill - Crawford County
Hubert Mason Landfill - Fayette County
Reynolds Landfill - White County
Wolf Landfill - Posey County
Hite Equipment Landfill - Marshall County
Metro Landfill - Delaware County
Sani-Site Landfill - Delaware County
Gibson County Landfill - Gibson County
Henry County Landfill - Henry County
Four County Landfill - Fulton County
Caldwell Landfill - Shelby County
Morgan County Landfill - Morgan County
Warren County Landfill - Warren County
Knox County Landfill - Knox County
Cecil Dunn Landfill - Wabash County
Corl Corporation Landfill - Marshall County
South Vigo Landfill - Vigo County
Coal Bluff Road Landfill - Vigo County
Northside Sanitary Landfill - Boone County
Franklin/Johnson County Landfill - Johnson County
McCarty Solid Fill Site - Posey County
Raymond Barton Landfill - Posey County
Pulaski County Landfill - Pulaski County
ILWD Landfill - Bartholomew County
Rumpke Landfill - Dearborn County
Jennings County Landfill - Jennings County

Gary Land Development Landfill - Lake County
DeKalb County Landfill - DeKalb County
West 6th Road Landfill - Marshall County
Vevay City-County Landfill - Switzerland County
Warrick County Landfill - Warrick County
Lawrence County Landfill - Lawrence County
Connersville Landfill - Fayette County
Elnora-Plainville-Odon Landfill - Daviess County
Greendale Landfill - Dearborn County
SWDA Landfill - Bartholomew County
Wallace Robertson Landfill - Jackson County
Starke County Landfill - Starke County

It is recommended that the Board confirm the action of the Technical Secretary on issuance of these permits. Further, that the Board authorize the Technical Secretary to issue future operating permits on its behalf.

JRBaker/mc
4/15/75

Res. # 2445

SPECIFICATIONS

FOR

THE PERFORMANCE OF A CONTRACT TO PROVIDE THE
PREMISES, FACILITIES, THE HEALTHFUL AND AESTHETIC
OPERATION, FOR THE DISPOSAL OF SOLID WASTE ORIGINATING
WITHIN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, AND
FOR WHICH THE CITY HAS ACCEPTED RESPONSIBILITY.

PREPARED APRIL 1st, 1975

BOARD OF PUBLIC WORKS & SAFETY

CITY OF HAMMOND, INDIANA

DAVID MEARS - PRESIDENT
RICHARD BLASTICK
THOMAS C. CONLEY

NOTICE TO BIDDERS

Sealed proposals will be received by the Board of Public Works and Safety in the City of Hammond, at or before 10:00 A.M. April 29 1975 for the performance of a Contract to provide the premises, facilities, the healthful and aesthetic operation, for the disposal of solid waste originating in the City of Hammond, Lake County, Indiana. The cost of said improvement to be paid from the Federal Revenue Sharing Account except as otherwise stated in the specifications.

Copies of plans, specifications and proposal Form Number 96, revised, for the above Contracts are available for public inspection or purchase at the Office of the City Engineer, City of Hammond, Indiana.

Each bid must be accompanied by a standard questionnaire Form 96-A, if not already submitted for the year, as prescribed by the Indiana State Board of Accounts, and by a bid guarantee of five percent (5%) of the total bid price. The guarantee shall be in the form of an acceptable surety bond or a certified check on a solvent bank. Said guarantee will be returned to the unsuccessful bidder and to the successful bidder when a performance bond in the amount of one hundred percent (100%) of the Contract amount and a Contract has been executed for the work. Each bidder must file with the Clerk of Said Board when he files his bid, the usual statutory affidavits. Out of State Corporations must accompany bid with a "Certificate of Admission" from the Secretary of the State of Indiana.

Wage rates to be paid by the Contractor on this work shall not be less than the prescribed work rates for straight hourly wages as agreed upon by the prevailing wage committee under the Provisions of Chapter 319 of the Acts of Indiana, 1935, for all labor engaged in the work.

Executive Order No. 11246 prohibits discrimination because of Race, Creed, Color or National Origin, as amended by Executive Order No. 11375, which added non-discrimination because of sex. Each successful bidder must submit with their bid a "Letter of Intent" concerning their Affirmative Action Program.

The Board of Public Works and Safety reserves the right to hold any and all proposals for a period of thirty (30) days for inspection and tabulation. Said proposals shall remain in full force and effect during this period.

The Board of Public Works and Safety reserves the right to reject any and all bids, and to waive technicalities in the interest of the City of Hammond.

BY ORDER OF THE BOARD OF PUBLIC WORKS AND SAFETY, this 8 day of April, 1975.

ATTEST:

DAVID E. MEARS _____

RICHARD BLASTICK _____

THOMAS C. CONLEY _____

Jean Hartnett

INSTRUCTIONS TO BIDDERS

1. Intent and Purpose. It is the intent and purpose of this contract on which bids are sought, to provide the premises, facilities, the healthful and aesthetic operation, for the disposal of solid waste originating within the City of Hammond, Lake County, Indiana, and for which the City has accepted responsibility.

2. Submission of Bids. The Board of Public Works and Safety of the City of Hammond, Indiana, will until the hour of 10:00 A.M. C.D.T. on April 29 1975 receive sealed bids for the premise, facilities, operation, and maintenance of a Solid Waste Disposal Site within an acceptable distance, to the Board of Public Works and Safety. Bids shall be submitted on Forms 96 with 96-A, Questionnaires and Financial Statement enclosed in a sealed envelope addressed to the Board of Public Works and Safety, City of Hammond, Indiana. Envelopes must be plainly marked to indicate the title of the project. Bids received after the above hour will be returned unopened. All bids will be opened and read in public at the time and date set forth above. Any bidder may withdraw his proposal, either personally or be written request, at any time prior to the opening of bids. No bidder may withdraw his bid for a period of ninety (90) days after public opening of the bids.

3. Interpretation of Specifications. If any person contemplating submission of a bid for this work is in doubt as to the meaning of any part of the specifications, he may submit a written request to the City for interpretation. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the

addendum will be mailed or delivered to each person receiving a set of contract documents. Submission of a bid shall constitute a waiver of all claims of error in bid, withdrawal of bid or payment of extras, or any combination thereof, under the executed contract, or any revision thereof.

4. Term. The initial term of the contract shall be for a one (1) year calander period, subject to annual appropriations being made. The initial one (1) year term may be extended for one (1) successive one (1) calander year term, again subject to annual appropriations being made, unless either party notifies the other party in writing not less than one hundred and eighty (180) days prior to the expiration of the initial term of its intention to terminate the contract.

5. Scope of Work. Bids are requested from any individual or individuals, firm or firms for the furnishing of all required land, site improvements, equipment, labor and tools necessary for the acceptance, operation, and maintenance of Solid Waste Disposal System, to serve the City of Hammond for the term specified. Site approval by the Indiana State Board of Health or Governmental Agencies is not a prerequisite for submission of a bid. Necessary approvals from the State Board of Health or any other governmental bodies or boards having jurisdiction is required before commencing operation, with copies of any approval letters to be submitted to the Board of Public Works prior to the beginning of operations. The contract shall commence as soon as possible, provided, that the Board of Public Works may at their discretion and upon application of the

successful bidder set a later date if the Board of Public Works shall determine that the operation could not begin immediately, and the reason for such delay is beyond the control of the Contractor.

The City or designated hauler will be responsible for the delivery and depositing of material on site at the designated locations(s).

Bidders are to list the location of their proposed site (s) on Form 96 together with the unit bid price for tonnage and/or yardage for each year of the initial term of one (1) year and the succeeding optional term of one (1) year. Bidders may list a choice of sites with associated costs. As an alternative a bidder may propose as a single bid the operation of two (2) or more sites.

All bidders shall be held to comply with the Refuse Waste Disposal Act of the State of Indiana, any rules and regulations promulgated thereunder, rules and regulations of the City or County, and Minimum Requirements for the selection and Operation. The contractor shall meet all requirements of the above legislation, regulations and standards, including any subsequent changes.

6. Bonds

a. Bid Bond - All bidders shall furnish a bid bond executed by a surety company licensed to do business in this State, binding itself to indemnify the City of Hammond against any loss, not to exceed the sum of the bond, due to the failure of the bidder to execute a contract. Said bond shall be not less than \$2,500. (twenty five hundred dollars). A certified check, payable to the City of Hammond, may be used in lieu of a bid bond. The three low

or best bidder's security will be held until the execution of the contract, but not for more than ninety (90) days.

b. Performance Bond - A performance bond will be required of the successful bidder, to be executed by a surety company licensed to do business in this State, and in an amount of \$25,000. (twenty five thousand dollars) for the first year of the contract. A similar bond will be required for each succeeding year of the first and second terms of the contract. Said performance bonds will be provided to the City of Hammond, Board of Public Works prior to the start of service or at least ten (10) days prior to the start of any succeeding year.

7. Insurance. The contractor shall provide to the City of Hammond, Board of Public Works, certificates of insurance which show that with respect to any operations he performs, or are performed by any of his subcontractors, that he carries regular contractor's public liability insurance, providing for a limit of not less than \$100,000 for all damages arising out of bodily injury to or death of one person, and subject to that limitation for each person, a total limit of not less than \$300,000. for all injuries arising out of bodily injury to or death of two or more persons in any one accident; and regular contractor's property damage liability insurance providing for a limit of not less than \$50,000. for all damages arising out of injury to or destruction of property in any one accident. The contractor shall further furnish a certificate of insurance showing that he has workman's compensation coverage in compliance with Indiana Law.

8. Bid Selection. The City of Hammond Board of Public Works and Safety reserves the right to reject any and all bids and to select the lowest or best bid and to waive informalities and irregularities in the bidding.

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SPECIAL PROVISIONS

1. Special Provisions. The following special provisions ~~are in addition~~ to specifications provided by the Indiana State Board of Health and the Instructions to Bidders.

2. Materials to be Disposed of. The contractor shall accept all refuse, except as herein provided for, that is generated within the City of Hammond. No liquids, oils or explosives will be delivered. Nothing in these provisions shall prevent or limit the right of the Board of Public Works to license or issue permits to local scavengers or commercial collectors of refuse and the Board shall have full rights to limit, or authorize the use of such license or permits by such local scavengers or commercial collectors of refuse.

The contractor shall also bid for acceptance of classified materials requiring special handling: stumps, tree limbs and logs not greater than 18 inches in diameter, woven wire fence, tires, demolition debris in amounts greater than (10) tons, hot water heaters, gasoline tanks, and rigid items, such as refrigerators, washing machines, stoves, and other appliances are to be accepted as classified materials. Any charges for any other materials which the contractor finds difficult to handle must have the advance approval of the Board of Public Works and Safety.

3. Hours of Operation. The sanitary landfill site(s) shall be open for the receipt of solid waste from 7:30 A.M. until 4:30 P.M., local time, Monday through Friday. The landfill

site(s) shall also be accessible to the City on Saturdays 7:30 A.M. to 1:00 P.M. upon proper notice by the Board of Public Works and Safety. A qualified employee of the contractor shall be at the site(s) during all operating hours.

4. Disposal Site(s). Any proposed site shall be located so that an access route to accomodate any and all vehicles is available. Any improvements required due to use by the City or their assigned hauler will be the responsibility of the contractor. All internal site roads and improvements will be the responsibility of the contractor.

Within the site the bidder shall provide toilet facilities for public usage, a potable water source for consumption, and a water source for fire protection.

An all weather roadway shall be constructed so that traffic can reach an unloading area during all types of weather without damage to the hauling vehicle.

5. Equipment. The contractor shall provide all equipment including but not limited to tracked equipment with either a bulldozer blade or bucket at the site in case of delivery breakdowns at the site.

6. Method of Operation. A minimum of two (2) unloading spots shall be made available at all times of operation to limit the unloading delay time of delivery vehicles.

7. Inspection. The Solid Waste Disposal Site and Facility shall be open for inspection by any State, County or other governmental

official during all operating hours and if requested, after closing, in order to assure compliance with the specifications and the rules and regulations. Any violations will be brought to the contractor's attention in writing. Failure to correct any violation within thirty (3) days after written note will allow the Board of Public Works and Safety to cancel the contract and revoke the Performance Bond.

8. Termination. In the event the contract for the operation of the Refuse Disposal Facility is terminated due to the failure of the contractor to operate in accordance with the specifications, then the City of Hammond may, at its option, either sublet or lease the site(s) from the owner(s) for the duration of the contract at their discretion and operate same or until arrangements can be made by the City for operation at another site. Provided however, if such site is under lease the City may pay amount specified in such lease.

9. Salvage. Salvage of any materials brought to the site(s) may be conducted by the contractor without the written approval of the Board of Public Works and Safety. In no case shall the City assume responsibility for any salvaged materials left in the vicinity of the site, nor shall any salvage operation in any way interfere with the prompt and proper disposal of refuse or create a delay in the unloading of City or assigned vehicles.

10. Dust Control. Dust from access roads on the site shall be controlled by the contractor by periodic wetting, road oiling, or other satisfactory treatment measure.

11. Quantities of Solid Waste. From records todate, the amount of solid waste picked up by the Department of Sanitation in the truck packers average approximately 15,200 cubic yards per month. The loose debri delivered in stake and or other types of vehicles average 3,500 cubic yards.

Other sources of pick up and deliveries are the Street Department, Park Department, School City and private individuals average monthly contribution to the disposal of 1,000 cubic yards.

12. Bid Items. Bidders are requested to submit bids for Disposal of Solid Waste on both a tonnage and/or cubic yardage measure. Bidders shall also quote for disposal of classified items either by tonnaGe and/or cubic yardage. Classified items may be bid on unit prices per each:

City of Hammond

(Governmental Unit)

Howard Publications, Inc.

To _____ Dr.

Lake

County, Indiana

417 Fayette, Hammond, Ind. 46320

PUBLISHER'S CLAIM

Rec No 244

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines.

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice

514

COMPUTATION OF CHARGES

514 lines, 1 columns wide equals 514 equivalent lines at .249 cents per line.

\$ 127.99

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 127.99

DATA FOR COMPUTING COST

Width of single column 9½ ems

Size of type 5½ point

Number of insertions two

Size of quad upon which type is cast 114

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: April 25, 1975

Title Classified Supervisor

PUBLISHER'S AFFIDAVIT

State of Indiana)
Lake County) ss

Personally appeared before me, a notary public in and for said county and state, the undersigned Judy E. Plummer who,

being duly sworn, says that she is Classified Supervisor

of the THE TIMES, a daily

newspaper of general circulation printed and published in the English language in the Hammond (city) (town) of _____ in state and county

aforesaid, and that the printed matter attached hereto is a true copy, which was duly

published in said paper for two times, the dates of publication being as follows:

April 17 and 24, 1975.

Subscribed and sworn to before me this 25th day of April, 19 75.

Notary Public

My commission expires 5/27/76

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concerning their
program.

Public Works and
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during this peri-

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the City of Ham-

BOARD OF
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DAVID E. Mears
RD BLASTICK
AS C. CONLEY

BIDDERS

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vice or at least ten (10) days prior to
the start of any succeeding year.

7. Insurance. The contractor shall
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or are performed by any of his sub-
contractors, that he carries regular
contractor's public liability insur-
ance, providing for a limit of not less
than \$100,000 for all damages arising
out of bodily injury to or death of one

Claim No. Warrant No.

IN FAVOR OF

\$

On Account Of Appropriation For

Appropriation No.

Allowed , 19.....

In the sum of \$.....

I have examined the within claim and hereby
certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct)
(incorrect)

I certify that the within claim is true and correct; that the services
therein itemized and for which charge is made were ordered by me and
were necessary to the public business.

....., 19.....

LEGAL ADVERTISING
TABLE SHOWING PRICE PER LINE AND PER INSERTION
(As Set by Chapter 89, Acts of 1967)

SIZE OF TYPE	10½ Em Column (126 Points)				11 Em Column (132 Points)				11½ Em Column (138 Points)			
	Number of Insertions				Number of Insertions				Number of Insertions			
	1	2	3	4	1	2	3	4	1	2	3	4
5½	.183	.274	.366	.457	.192	.288	.384	.480	.20	.30	.40	.50
6	.168	.252	.336	.42	.176	.264	.352	.440	.184	.276	.368	.460
7	.144	.216	.288	.360	.151	.227	.302	.378	.158	.237	.316	.395
7½	.134	.201	.268	.335	.14	.21	.28	.35	.148	.222	.296	.37
8	.126	.189	.252	.315	.132	.198	.264	.33	.138	.207	.276	.345
9	.112	.168	.224	.28	.117	.176	.234	.293	.122	.183	.244	.305
10	.10	.15	.20	.25	.106	.159	.212	.265	.11	.165	.22	.275
12	.084	.126	.168	.21	.088	.132	.176	.22	.092	.138	.184	.23
SIZE OF TYPE	12 Em Column (144 Points)				12½ Em Column (150 Points)				13 Em Column (156 Points)			
	Number of Insertions				Number of Insertions				Number of Insertions			
	1	2	3	4	1	2	3	4	1	2	3	4
5½	.210	.315	.42	.525	.22	.33	.44	.55	.227	.340	.454	.567
6	.192	.288	.384	.48	.20	.30	.40	.50	.208	.312	.416	.520
7	.164	.246	.328	.412	.172	.258	.344	.43	.178	.267	.356	.445
7½	.154	.231	.308	.385	.16	.24	.320	.40	.166	.249	.332	.416
8	.144	.216	.288	.36	.15	.225	.30	.375	.156	.234	.312	.39
9	.128	.192	.256	.32	.134	.201	.268	.335	.139	.209	.278	.348
10	.116	.174	.232	.29	.12	.18	.24	.30	.125	.188	.25	.313
12	.096	.144	.192	.24	.10	.15	.20	.25	.104	.156	.208	.26

NOTE: Above table is based on a square of 250 ems.

PUBLISHER

State of Indiana
Lake

Personally ap

the undersigned ...

being duly sworn,

of the

newspaper of gen

(city) (town). of ..

aforesaid, and th

published in said

April 17

Subscribed and s

My commission

SPECIFICATIONS FOR THE PERFORMANCE OF A CONTRACT TO PROVIDE THE PREMISES, FACILITIES, THE HEALTHFUL AND AESTHETIC OPERATION, FOR THE DISPOSAL OF SOLID WASTE ORIGINATING WITHIN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, AND FOR WHICH THE CITY HAS ACCEPTED RESPONSIBILITY.

PREPARED APRIL 1st, 1975

BOARD OF PUBLIC WORKS & SAFETY

CITY OF HAMMOND, INDIANA

DAVID MEARS - PRESIDENT
RICHARD BLASTICK
THOMAS C. CONLEY

Sealed proposals will be received by the Board of Public Works and Safety in the City of Hammond, at or before 10:00 A.M. April 29, 1975 for the performance of a Contract to provide the premises, facilities, the healthful and aesthetic operation, for the disposal of solid waste originating in the City of Hammond, Lake County, Indiana. The cost of said improvement to be paid from the Federal Reserve Sharing Account except as otherwise stated in the specifications.

Copies of plans, specifications and proposal Form Number 96-A, revised, for the above contracts are available for public inspection or purchase at the Office of the City Engineer, City of Hammond, Indiana.

Each bid must be accompanied by a standard questionnaire Form 96-A, if not already submitted for the year, as prescribed by the Indiana State Board of Accounts, and by a bid guarantee of five percent (5%) of the total bid price. The guarantee shall be in the form of an acceptable surety bond or a certified check on a solvent bank. Said guarantee will be returned to the unsuccessful bidder and to the successful bidder when a performance bond in the amount of one hundred percent (100%) of the Contract amount and a Contract has been executed for the work. Each bidder must file with the Clerk of Said Board when he files his bid, the usual statutory affidavits. Out of State Corporations must accompany bid with a "Certificate of Admission" from the Secretary of the State of Indiana.

Wage rates to be paid by the Contractor on this work shall not be less than the prescribed work rates for straight hourly wages as agreed upon by the prevailing wage committee under the Provisions of Chapter 319 of the Acts of Indiana, 1935, for all labor engaged in the work.

Executive Order No. 11246 prohibits discrimination because of Race, Creed, Color or National Origin, as amended by Executive Order No. 11375, which added non-discrimination because of sex. Each successful

bidder must submit with their bid a "Letter of Intent" concerning their Affirmative Action Program.

The Board of Public Works and Safety reserves the right to hold any and all proposals for a period of thirty (30) days for inspection and tabulation. Said proposals shall remain in full force and effect during this period.

The Board of Public Works and Safety reserves the right to reject any and all bids, and to waive technicalities in the interest of the City of Hammond.

BY ORDER OF THE BOARD OF PUBLIC WORKS AND SAFETY, this 8th day of April, 1975.

ATTEST:

DAVID E. MEARS
RICHARD BLASTICK
THOMAS C. CONLEY

Jean Hartnett

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2. Submission of Bids. The Board of Public Works and Safety of the City of Hammond, Indiana, will until the hour of 10:00 A.M. C.D.T. on

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The contractor shall also bid for acceptance of classified materials requiring special handling: stumps, tree limbs and logs not greater than 18 inches in diameter, woven wire fence, tires, demolition debris in amounts greater than (10) tons, hot water heaters, gasoline tanks, and rigid items, such as refrigerators, washing machines, stoves, and other appliances are to be accepted as classified materials. Any charges for any other materials which the contractor finds difficult to handle must have the advance approval of the Board of Public Works and Safety.

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TABLE 310-1
(As Set by Chapter 87, Rev. 10-1-68)

TABLE B						(As Set by Chapter 89, Act No. 100)						
						11 Em Column (132 Points)					11½ Em Column (132 Points)	
						Number of Insertions					Number of Insertions	
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PROOF OF PUBLICATION

State of Indiana, {
County of Lake, { ss:

Printer's Fee Res. 2445

Before me, a Notary Public, in and for the County of Lake, and State of Indiana, personally appeared CAROLINE CASICH, who being duly sworn upon her oath, deposes and says that she is the PUBLISHER of the LAKE COUNTY GLOBE LEDGER, a public weekly newspaper of general circulation in Lake County, State of Indiana, printed in the English language and published in the city of HAMMOND, township of North, all in Lake County, State of Indiana, and that said LAKE COUNTY GLOBE LEDGER has been published continuously in said county and state for more than five years; that the Notice of Publication, a true copy of which is hereto annexed, was duly published

NOTICE TO BIDDERS RESOLUTION NO. 2445

Sealed proposals will be received by the Board of Public Works and Safety in the City of Hammond, at or before 10:00 A.M., April 29, 1975 for the performance of a Contract to provide the premises, facilities, the healthful and aesthetic operation, for the disposal of solid waste originating in the City of Hammond, Lake County, Indiana. The cost of said improvement to be paid from the Federal Revenue Sharing Account except as otherwise stated in the specifications.

Copies of plans, specifications and proposal Form Number 96, revised, for the above Contracts are available for public inspection or purchase at the Office of the City Engineer, City of Hammond, Indiana.

Each bid must be accompanied by a standard questionnaire Form 96-A, if not already submitted for the year, as prescribed by the Indiana State Board of Accounts, and by a bid guarantee of five percent (5%) of the total bid price. The guarantee shall be in the form of an acceptable surety bond or a certified check on a solvent bank. Said guarantee will be returned to the unsuccessful bidder and to the successful bidder when a performance bond in the amount of one hundred percent (100%) of the Contract amount and a Contract has been executed for the work. Each bidder must file with the Clerk of Said Board when he files his bid, the usual statutory affidavits. Out of State Corporations must accompany bid with a "Certificate of Admission" from the Secretary of the State of Indiana.

Wage rates to be paid by the Contractor on this work shall not be less than the prescribed work rates for straight hourly wages as agreed upon by the prevailing wage committee under the Provisions of Chapter 319 of the Acts of Indiana, 1935, for all labor engaged in the work.

Executive Order No. 11246 prohibits discrimination because of Race, Creed, Color or National Origin, as amended by Executive Order No. 11375, which added non-discrimination because of sex. Each successful bidder must submit with their bid a "Letter of Intent" concerning their Affirmative Action Program.

The Board of Public Works and Safety reserves the right to hold any and all proposals for a period of thirty (30) days for inspection and tabulation. Said proposals shall remain in full force and effect during this period.

The Board of Public Works and Safety reserves the right to reject any and all bids, and to waive technicalities in the interest of the City of Hammond.

BY ORDER OF THE BOARD OF PUBLIC WORKS AND SAFETY, this 8th day of April, 1975.

DAVID E. MEARS
RICHARD BLASTICK
THOMAS C. CONLEY

ATTEST:
JEAN HARTNETT
LCGL:2;4-17,24

in said newspaper for TWO weeks (insertions), successively, which publications were made as follows:

First Publication on the 17th day of April, 1975.

Second Publication on the 24th day of April, 1975.

Third Publication on the _____ day of _____, 197____.

Fourth Publication on the _____ day of _____, 197____.

And that all of said publications were made in full compliance with the law.

Caroline Casich

Subscribed and sworn before me this 24th day of April, 1975.

Barbara Dentel
Notary Public

My Commission Expires Sept. 17, 1978

Res. 2445

Hammond Board of Public Works
(Governmental Unit)

To Lake County Globe Ledger Dr.

P. O. Box 4126

Lake County, Indiana

Hammond, Indiana 46324

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines

Head—number of lines

Body—number of lines

Tail—number of lines

Total number of lines in notice

2
55
5
62

COMPUTATION OF CHARGES

.....62.....lines,1.....columns wide equals equivalent

lines at264.....cents per line

\$.....16.37.....

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication
(50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$.....16.37.....

DATA FOR COMPUTING COST

Width of single column11.....ems

Size of type6.....point

Number of insertions2.....

Size of quad upon which type is cast6.....

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Caroline Casich

Date: April 24, 1975

Title: Publisher

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BY ORDER OF THE BOARD OF PUBLIC

PUBLISHER'S AFFIDAVIT

State of Indiana Lake County ss

Personally appeared before me, a notary public in and for said county and state, the undersigned Caroline Casich who, being duly sworn, says that She is Publisher of the Lake County Globe Ledger a weekly newspaper of general circulation printed and published in the English language in the (city) (town) of Hammond, Indiana in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 times, the dates of publication being as follows:

April 17, and April 20

Caroline Casich

Subscribed and sworn to before me this 24th day of April, 1975

Barbara Sedik

Notary Public

My commission expires Sept. 17, 1978